

Panaji, 25th October, 2012 (Kartika 3, 1934)

SERIES II No. 30

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Animal Husbandry & Veterinary Services**

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/79-AH(part)/12-13/3818

Government is pleased to order the transfer of following Veterinary Officers in the Directorate of Animal Husbandry & Veterinary Services, with immediate effect and in public interest to the stations as indicated against their names:

Sr. No.	Name of the Officer	Present posting	Transferred to
1	2	3	4
1.	Dr. Agostinho Misquita, Veterinary Officer	Veterinary Dispensary, Netravali	Veterinary Hospital Sonsodo-Raia, Margao with additional charge of Vety. Dispensary, Navelim.
2.	Dr. Prashant Naik, Veterinary Officer	Veterinary Dispensary, Canacona	Veterinary Dispensary, Netravali.
3.	Dr. Vilas Naik, Veterinary Officer	Stockman Training Centre, Curti-Ponda	Govt. Poultry Farm, Ela Old-Goa.
4.	Dr. Satyavan B. Naik, Veterinary Officer	Veterinary Hospital, Sonsodo-Raia, Margao	Veterinary Dispensary, Shiroda.
5.	Dr. P. M. Rane, Veterinary Officer	Veterinary Dispensary, Vasco	Veterinary Dispensary, Usgao.

1	2	3	4
6.	Dr. Antanazia Fernandes, Veterinary Officer	Veterinary Dispensary, Shiroda	Veterinary Dispensary, Vasco with additional charge of Vety. Dispensary, Majorda.
7.	Dr. R. H. Prabhugaonkar, Veterinary Officer	Veterinary Dispensary, Cuncolim	To hold additional charge of Vety. Disp., Canacona & Vety. Disp., Poinguinim.
8.	Dr. Tushar, Gaunekar, Veterinary Officer	Cattle Breeding Farm, Copardem, Satari	Veterinary Hospital, Curti-Ponda.

The Officers shall be entitled to transfer TA/DA as per Rules.

Due to exigencies of service and public interest the joining time is not permitted and in lieu of which, the same shall be credited to their Earned Leave Account.

Their movement Order shall be issued separately by the Director of Animal Husbandry & Veterinary Services, Panaji.

The following Officers promoted as Assistant Directors vide Government Order No. 2/13/95-AH (Part)/805 dated 10-5-2012 and awaiting posting are posted as follows:

Sr. No.	Name of the Officer	Present posting	Transferred to
1	2	3	4
1.	Dr. Prashant Pai Dhungat, Assistant Director	Govt. Poultry Farm, Ela, Old-Goa	Veterinary Hospital, Curti, Ponda-Goa vice Dr. Sontosh Dessai, Assistant Director transferred.

1	2	3	4
2.	Dr. Mahadev M. Naik, Assistant Director	Veterinary Dispensary Navelim	Govt. Piggery Farm, Curti, Ponda.

By order and in the name of the Governor of Goa.

Sd/- (Dr. B. Braganza), Director & ex officio Joint Secretary (AH) .

Panaji, 18th October, 2012.

Order

No. 2/2/79-AH(part)/12-13/3819

Government is pleased to order the transfer and posting of the following Assistant Director to the station as indicated against his name:

Sr. No.	Name of the Officer	Present posting	Transferred to
1	2	3	4
1.	Dr. Santosh V. Dessai, Assistant Director	Veterinary Hospital, Curti-Ponda	Dte. of Animal Husbandry & Veterinary Services, Head Quarters at Panaji.

This Order shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Sd/- (Dr. B. Braganza), Director & ex officio Joint Secretary (AH).

Panaji, 18th October, 2012.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 50/3/2008/TS/RCS/1809

In exercise of the powers conferred by clause (a) sub-rule (1) of Rule 52 of the Goa Co-operative Societies Rules, 2003, the Registrar of Co-operative Societies, Government of Goa hereby appoints Dy. Registrar of Co-operative Societies (Tech) as Chief Election Officer for the purpose of conducting elections of Co-operative Societies, specified under Sections 66 and 69 of the Goa Co-operative

Societies Act, 2001. This Order shall supersede all the previous Orders.

J. B. Bhingui, Registrar of Co-op. Societies.

Panaji, 2nd August, 2012.

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Girwade Shetkari Pani Vantap Vyavastha Sahakari Saunstha Maryadit, Girwade, Bardez-Goa has been registered under code symbol No. GEN-(c)-53/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Certificate of Registration

Girwade Shetkari Pani Vantap Vyavastha Sahakari Saunstha Maryadit, Girwade, Bardez-Goa has been registered on 13-9-2012 and it bears registration code symbol No. GEN-(c)-53/NZ/Goa. It is classified as "Lift Irrigation Society" in terms of Rule 8(1)(11) and sub-classified as "Flow Irrigation Society" under sub-rule 11(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Notification

No. 74-10-2012/ARCS/PZ/Gen

In exercise of the powers vested in me under sub-section (1) of Section 8 of the Goa Co-operative Societies Act, 2001, Shivshakti Kodar Self Help Group Co-op. Society Ltd., Gaonkarwada, Kodar, Ponda, Goa is registered under code symbol No. GEN-(c)-41/ARCS/PZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 1st October, 2012.

Certificate of Registration

Shivshakti Kodar Self Help Group Co-op. Society Ltd., Gaonkarwada, Kodar, Ponda, Goa has been registered on 01-10-2012 and it bears registration code symbol No. GEN-(c)-41/ARCS/PZ/Goa

and it is classified as "General Society-Other Society" under sub-classification No. 12(c) of sub-rule 1 of Rule 8 of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 1st October, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Bhamai Omkar Mahila Self Help Group Co-op. Society Ltd., Bhamai, Pale, Bicholim-Goa has been registered under code symbol No. GEN-(c)-318/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Certificate of Registration

Bhamai Omkar Mahila Self Help Group Co-op. Society Ltd., Bhamai, Pale, Bicholim-Goa has been registered on 13-9-2012 and it bears registration code symbol No. GEN-(c)-318/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Sanatan Self Help Group Co-op. Society Ltd., Pratapnagar, Harvalem, Sanquelim, Bicholim-Goa has been registered under code symbol No. GEN-(c)-319/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th September, 2012.

Certificate of Registration

Sanatan Self Help Group Co-op. Society Ltd., Pratapnagar, Harvalem, Sanquelim, Bicholim-Goa has been registered on 17-9-2012 and it bears registration code symbol No. GEN-(c)-319/SHG/NZ/Goa. It is classified as "General Society" in

terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th September, 2012.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Brahmaneshwar Amoi Self Help Group Co-op. Society Ltd., Amoiwada, Virnoda, Pernem-Goa has been registered under code symbol No. GEN-(c)-317/SHG/NZ/Goa.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Certificate of Registration

Brahmaneshwar Amoi Self Help Group Co-op. Society Ltd., Amoiwada, Virnoda, Pernem-Goa has been registered on 13-9-2012 and it bears registration code symbol No. GEN-(c)-317/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 13th September, 2012.

Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 23/1/2001-DHE/2387

Government is pleased to order transfer and postings of the following Associate Professors of Government Colleges w.e.f. 26th November, 2012 in the public interest as follows:

Sr. No.	Name of the Officer	Present posting	Posted on transfer
1	2	3	4
1.	Dr. Shridhar M. Gurav, Department of Chemistry	Government College, Candola	Government College, Quepem.

1	2	3	4
2.	Dr. Beena Vernekar, Government Department of Chemistry	Government College, Quepem	Government College, Candola.

By order and in the name of the Governor of Goa.

Sd/- (R. K. Halarnkar), Under Secretary (Higher Education).

Porvorim, 8th October, 2012.

Order

No. 24/4/2012-HE/2395

Read: Memorandum No. 21/3/95-EDN/PART II/1677 dated 17-7-2012.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/1/5/78(5)/2011/113 dated 21-6-2012, Government is pleased to appoint Kum. Roshan Govind Naik, on temporary basis to the post of Assistant Professor in Commerce on an initial pay of ₹ 15,600/- in the Pay Band of ₹ 15,600-39,100+AGP ₹ 6,000/- and other allowances as admissible from time to time with effect from the date of her joining the post as per the terms and conditions contained in the Memorandum cited above. She is posted in Government College of Arts & Commerce, Pernem, Goa.

Kum. Roshan Govind Naik, will be on probation for a period of two years.

The appointment is further subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Sd/- (R. K. Halarnkar), Under Secretary (Higher Education).

Panaji, 10th October, 2012.

Order

No. 5/29/AC/98-DHE/1844/Vol.II/2450

Read: Government order No. 5/29/AC/98-DHE/1844 dated 21-5-2009.

Whereas, vide order read in preamble as above, Government of Goa has allowed the teacher and equivalent service cadres employees in Goa University and in it affiliated colleges and

academic staff to avail the benefits of revised pay scales as recommended by the UGC and approved for implementation by the Government of India, vide scheme No. 1-32/2006-U.II/U.I (i) dated 31-12-2008, consequent upon acceptance of recommendations of the 6th Central Pay Commission.

And whereas, as envisaged under para (2)(a)(ix) of the said scheme, the incumbents Readers and Lecturers (Selection Grade) who have completed 3 years in the pay scales of ₹ 12,000-18,300 as on 1-1-2006 shall be placed in Pay Band of ₹ 37,400-67,000 with AGP of ₹ 9,000/- and shall be re-designated as Associate Professor;

And whereas, proviso 2(a)(x) of the said scheme says that the incumbents Readers and Lecturers (Selection Grade) who had not completed 3 years in the pay scales of ₹ 12,000-18,300 on 1-1-2006 shall be placed at the appropriate stage in the Pay Band of ₹ 15,600-39,100 with AGP of ₹ 8,000/- till they complete 3 years of service in the Grade of Lecturer (Selection Grade)/Reader and thereafter shall be placed in the higher Pay Band of ₹ 37,400-67,000 and accordingly re-designated as Associate Professor.

Now therefore, the following Assistant Professors/Lecturers of the Government College of Arts, Science & Commerce, who have completed 3 years of service are eligible for placing them in the Higher Pay Band of ₹ 37,400-67,000 with AGP of ₹ 9,000/- and re-designate them, as Associate Professor from the date of their eligibility:

Sr. No.	Name of Lecturer in Selection Grade/Govt. Colleges	Date of Selection	Date of eligibility for placement in the Pay Band of ₹ 37,400-67,000
1	2	3	4
1.	Dr. (Ms.) Jyoti V. Sawant, Assistant Professor in Chemistry	20-6-2009	20-6-2012.
2.	Ms. Shubha Kamat, Assistant Professor in Computer Science	20-6-2009	20-6-2012.

By order and in the name of the Governor of Goa.

Sd/- (R. K. Halarnkar), Under Secretary (Higher Education).

Panaji, 12th October, 2012.

Department of General Administration

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Notification

F. No. 2/1/2011-GAD-H

Read: Government Notification No. 2/1/2011-GAD-H dated 03-10-2011.

In partial modification of the above mentioned Notification, Government is pleased to declare Saturday, 27th October, 2012 (05 Kartika, 1934) as "Public Holiday" instead of 28th October, 2012 in the State of Goa on account of Id-Ul-Zuha (Bakrid Id).

The holiday declared is under the Negotiable Instrument Act, 1881 (Act 26 of 1881).

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary (GA).

Porvorim, 23rd October, 2012.

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Department of Labour—
Notification

No. 28/36/2011-Lab/518

In exercise of powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the "said Act"), the Government of Goa, being notified that public interest as requires, hereby declares the service in fertilizer and pesticides industries to be public utility service for the purposes of the said Act, for a period of six months with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 8th October, 2012.

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Notification

No. 28/1/2012-Lab/514

The following award passed by the Labour Court-cum-Labour Court, at Panaji-Goa on 08-08-2012 in reference No. IT/9/07 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 8th October, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/9/07

Mrs. Leena D'Souza and 80 Others,
Rep. by Phil Corporation Ltd.,
Employees Union,
Thivim, Industrial Estate. ... Workmen/Party I
V/s

M/s. Phil Corporation Ltd.,
Thivim, Industrial Estate,
Thivim, Mapusa,
Bardez, Goa. ... Employer/Party II

Adv. Shri S. Gaonkar holding for Shri P. Gaonkar,
Party I.

Adv. Shri P. J. Kamat for Party II.

AWARD

(Passed on 8th day of August, 2012)

In exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act) the Government of Goa by order dated 08-03-2006 bearing No. 28/10/2003-LAB/146 referred the following dispute for adjudication by this Tribunal.

"(1) Whether the action of the management of M/s. Phil Corporation Limited, Karaswada, in refusing to pay the legal dues accrued out of the wage settlement dated 31-7-2001 to 81 Workmen as listed in Annexure I, is legal and justified?

ANNEXURE-I

Sr. No.	Name of the Employees
1	2
(1)	Mrs. Leena D'Souza.
(2)	Mr. Satish Barve.
(3)	Mr. Ranganath Gawas.
(4)	Mr. Sandeep Chodanker.
(5)	Mr. Sandeep Pilgaonkar.

1	2	1	2
(6) Mr. Sanjit Mulgaonker.		(60) Mr. Gokuldas Gaonker.	
(7) Mr. Santosh Bandekar.		(61) Mr. Kamalakant Azreker.	
(8) Mr. Prabhakar Kambli.		(62) Mrs. Shreya Pedneker.	
(9) Mr. Jeevan Maineker.		(63) Mr. Ulhas Chari.	
(10) Mrs. Manisha Sawant.		(64) Mr. Navnath Gaonker.	
(11) Mr. Tukaram Kambli.		(65) Mr. Sanjeevkumar Beleker.	
(12) Mr. Vishwas Gawas.		(66) Mr. Devidas Goonker.	
(13) Mr. Ajit Kalangutkar		(67) Mr. Santosh Parab.	
(14) Mr. Santosh Salgaonker.		(68) Mr. Anand Nagveker.	
(15) Mr. Mangaldas Shetker		(69) Mr. Zopne Parab.	
(16) Miss. Asmita Malik.		(70) Mr. Dinesh Mandreker.	
(17) Miss. Geeta Fadte Dhurbhat.		(71) Mrs. Sulochana Shetker.	
(18) Ms. Chaya Salgaonker.		(72) Mrs. Pranita Popker.	
(19) Miss. Pushpa Shirodker.		(73) Mr. Vinay Chodanker.	
(20) Ms. Riya Ratikant Mapari.		(74) Miss Jyoti Goveker.	
(21) Mrs. Vanita Mandreker		(75) Miss Rohini Gaonker.	
(22) Mrs. Vaibhavi Gayak.		(76) Mr. Rosario Dias.	
(23) Mrs. Sharaya Devidas.		(77) Mr. Meghsham Chodanker.	
(24) Mrs. Sushila Mashelker.		(78) Mrs. Anupa Morajker.	
(25) Mrs. Sadika Bi Xec.		(79) Mrs. Bhakti Naik.	
(26) Mrs. Babita Mandreker.		(80) Mr. Chalchandra Marveker.	
(27) Mrs. Rajeshree Salgaonker.		(81) Miss Pratibha Naik.	
(28) Mrs. Reecha Mandreker.			
(29) Mrs. Sulaksha Dicholker.			
(30) Mrs. Shipa Amonker.			
(31) Mrs. Anna D'Souza.			
(32) Mrs. Masudha Sheikh.			
(33) Mrs. Gulzar Sheikh.			
(34) Mrs. Teeja Sawant.			
(35) Mrs. Shaieja Namshiker.			
(36) Mr. Keshav R. Pedneker.			
(37) Mr. Satyawar Gaonker			
(38) Mr. Sakaram Shet.			
(39) Mr. Sunil Verneker.			
(40) Mrs. Sadhana Dhargalker			
(41) Mr. Dayanand Sinari			
(42) Mrs. Anita Mahambre.			
(43) Mrs. Ranjana Usgaonker.			
(44) Miss. Priya Mayeker.			
(45) Mrs. Nutan Korgaonker.			
(46) Mrs. Babita Naik.			
(47) Mrs. Ravita Tari.			
(48) Mr. Uday Narulker.			
(49) Mrs. Manju Naik Gaonkar.			
(50) Mrs. Deepa Shetker			
(51) Mrs. Savita Naik Gaonkar.			
(52) Mrs. Sheetal Parab.			
(53) Miss. Shalini Bomker.			
(54) Mrs. Anu Mayeker.			
(55) Mrs. Chaya Parab.			
(56) Mrs. Tilan Prabhu.			
(57) Mr. Sunder Saraf.			
(58) Mr. Shailesh Narveker.			
(59) Mr. Baburao Khadepker.			

2. On receipt of the reference, a case was registered under No. IT/69/92 and registered A/D notice was issued to the parties. In pursuance to the said notice, Party I filed the claim statement at Exb. 8 and Party II filed the written statement at Exb. 9. Party I then filed the rejoinder at Exb. 10.

3. It is in short, the case of Party I that it is a registered Trade Union and that by letter dated 10-5-03 it raised an industrial dispute before the office of Assistant Labour Commissioner, Government of Goa, Mapusa, Goa requesting the intervention in the matter of payment of outstanding dues arrears payable to 81 workers of Phil Corporation Ltd., arising out of the settlement dated 31-7-2001. It is stated that the copies of the said settlement dated 31-7-01 were not given to the Workmen and they were not informed of the terms of the settlement. It is stated that the revised wages were paid to some of the workers and when they approached the management, they were told that they did not give the undertaking within 2 days and hence the benefits were not available to them. It is stated that as per clause 4 of the settlement, the same was binding on all the permanent Workmen of the Company in Goa and therefore its benefits had to be extended to all the permanent workers, without any conditions. It is stated that the Conciliation Officer registered the said settlement vide the registration letter dated 26-11-01 thereby converting it as conciliation settlement which binds all the workers in

the establishment. It is stated that all the 81 workers have carried out the same and similar work as that of the workers who had been given the benefits of the settlement. Hence it is prayed by Party I to declare that the benefits of the settlement dated 31-7-01 shall be extended to all the 81 Workmen; that the Workmen in the reference are entitled for the arrears arising out of the said settlement and to award 18% interest on the arrears arising out of the said settlement.

4. In defence Party II has denied the contentions raised by Party I and has stated that settlement dated 31-7-01 is under Sec. 2(p) r/w Sec. 18(1) of the Act and was signed between the management of Party II and its Workmen represented by Phil Corporation Employees Union. It is stated that clause A(5) of the said settlement specifically provided that the benefits, rights, obligations flowing from the said settlement in whatsoever manner shall apply only to such workers/employees who accept and agree to abide by the terms and conditions of the said settlement in writing and in terms of this clause, Party I Workmen, if were interested in the benefits of the said settlement, should have filed applications to Party II, accepting the said settlement. It is stated that prior to the signing of the said settlement Party II had issued a notice dated 6-7-01 for the information of all the Workmen that Party II and the Union had reached an understanding on the settlement and prior to signing the said settlement, the Workmen who were interested in agreeing with the said undertaking had to put in writing individually by 10-7-01 and if the consent was not received by that date, they would not be eligible for the benefits of the said settlement. It is stated that Party I Workmen had not given such consent by 10-7-01. That on 31-7-01 the said settlement was signed and immediately on the same day, Party II displayed a notice dated 31-7-01 stating therein that settlement u/s 2(p) read with Sec. 18(1) of the Act has been arrived and the Workman who will signify, their consent in writing will be eligible for the benefits of the said settlement and in response to said notice, many of the workers gave consent for extension of the said settlement. It is stated that on 9-8-01 some more Workmen at their request were permitted to sign the consent accepting the said settlement and the benefits of the same were extended to the said Workmen. It is stated that as a special case, Party II considered the request and extended the date of acceptance upto 14-8-01 and on such acceptance, the benefits of the said settlement were given to them. It is stated that

majority of the workers had given the acceptance for the said settlement by 15-10-01. It is stated that Party II again displayed a notice dated 15-10-01 and by using the discretion extended the period of acceptance of the consent letter for a week from 15-10-01. It is stated that 81 Workmen who are parties to this reference did not file their consent letter accepting the said settlement and as such they could not be given the benefits of the said settlement. It is stated that the settlement being u/s 2(p) r/w Sec. 18(1) of the Act is binding only on those Workmen who are parties to it and those who had accepted the settlement as provided under the same. It is stated that the duration of the said settlement was upto 31-12-03 and till then Party I Workmen had not accepted the same nor had made demand for its benefits during the operation period. Thus according to Party II, Party I Workmen are not entitled to the benefits of the said settlement dated 31-7-01.

5. In their rejoinder Party I has not specifically denied the contentions raised by Party II in the written statement but have stated that the workers in the reference have carried out the same and similar work as that of the workers to whom the benefits are extended; that the workers in the reference were paid less wages for the period 1-9-2000 till the date of their retrenchment and therefore they are entitled for the arrears and the difference in salary with 18% interest; that the wages and other allowances of the workers in the factories were revised from 1-9-2000 and therefore the workers to the reference are entitled to the wages and other allowances at par with the other workers working on the same jobs and machine, doing the same work and therefore they are entitled for the amount illegally deducted from their wages. It is stated that as there is only one Union and all the workers were the members of the said Union who have authorized the Union to sign the settlement dated 31-7-01, the so called acceptance letter is null and void and as per clause of settlement the benefits of the same ought to be extended to all the Workmen in the factories in Goa.

6. On the basis of above averments of the respective parties, issues at Exb. 11, dated 1-1-08 were framed.

7. In support of their case Party I Workmen examined Shri Zipre Parab, the General Secretary of their Union as witness 1 and closed the case. On the other hand Party II examined Shri B. S. Sridhara, the authorized signatory for the Party II as witness 1 and closed their case.

8. Heard Lnd. Adv. Shri S. Gaonkar for Party I and Lnd. Adv. Shri P. J. Kamat for Party II. Both the Lnd. Advocates also filed written submissions which are at Exb. 34 and Exb. 15 respectively.

9. In his arguments Lnd. Adv. for Party I submitted that since the settlement date 31-7-01 (Exb. 16) is between Party I Union and Party II and as Party I Union had been representing all the workers, it was not required for the Party I Workmen to give the consent as required by Party II and it was binding on Party I Workman, unless the settlement was malafide or fraudulently obtained or obtained on account of corruption. In support of his above submissions he relied on the judgment in the case of **Amabalal Sarabhai Enterprises v/s Chemical Labour Union and Ors.** 1991 I. LLJ 230, in **The K. C. P. Ltd., v/s The Presiding Officer and Ors.** 1997 1 LLJ 114 and in **Hillson and Dinshaw Ltd. v/s. P. G. Pednekar and Ors.** 2002-III-LLJ 99. He then submitted that since the settlement in question is registered with the Conciliation Officer, the same has been converted into a conciliation settlement and hence it binds all the workers in the establishment. In support of his above submissions he relied on the judgment in the case of **Virudhachalam P. & Ors. v/s Management of Lotus Mills & Anr.** 1997 1 LLJ 191. He also stated that introduction of clause giving options to the workers of accepting an abiding by the terms and conditions of the settlement in writing is opposed to the public policy and is redundant. In support of his above statement he relied on the judgment in the case of **Cipla Ltd., v/s Anant Ganpat Patil and Ors.** 2008 1 CIR 102. He also made it clear that since the settlement has been signed by the Union representing the Workmen, the Workmen to the reference are bound by the terms of the settlement and in support of above statement he relied on the judgment in the case of **Force Motors Ltd. Pune, v/s Shantilal Hukumchand Sancheti & Anr.** 2011 1 CLR 936 by referring to the clause 4 of the settlement, he stated that it is binding on all the Workmen.

10. On the other hand Lnd. Advocate for Part II submitted that the workers to the reference had refused to accept the settlement and had not signed the consent letter and this fact is apparent on the face of the settlement at Exb. 16 which indicates that the workers representing the Union during settlement talks were 9 in number whereas only 5 out of 9 have signed the settlement. He also stated that some workers out of 81 have given the consent at later stage and accordingly they were extended the benefits. He then stated that

since the settlement in question is u/s 2(p) r/w Sec. 18(1) of the Act it binds only the workers who have consented to it and not to others. In support of his above contentions he relied on the judgment in the case of **Tata Consulting Engineers & Associates Staff Union v/s Tata Consulting Engineers** 2002 1 CLR 701, in **ANZ Grindlays Bank Ltd. v/s Union of India & Ors.** 2006 1 CLR 6. He then stated that in terms of rule 58(2) (b) of the Industrial Disputes (Central) Rules, the representatives of the Workmen who sign the settlement on behalf of the Workmen are required to be authorized in this behalf at a meeting of the Workmen held for the purpose and as in this case no such authorization has been produced by the Workmen to this reference, the settlement in question does not bind these Workmen. In support of his above submissions he relied on the judgment in the case of **J. K. Chemicals Ltd. v/s B. D. Borude & Ors.** 1989 (59) FLR 333, **Brook Bond India Ltd. v/s Workmen** 1981 II LLJ (SC) 184 and **Hindustan Housing Factory Ltd. v/s Hindustan Housing Factory Employees' Union & Ors.** 1969 LAB.I.C. 1450. He also stated that there is nothing in the bye-laws of Party I Union stating that its office bearers of Union can enter into a settlement with the management on behalf of the Union and its members and therefore the Workmen to the reference who have not consented to the settlement are not bound by the settlement and hence cannot claim the benefits or the arrears arising out of the said settlement.

11. I have gone through the records of the case and have duly considered the arguments advanced by both the advocates as well as the written submissions filed by them.

12. I am reproducing herewith the issues alongwith their findings and reasons thereof.

Issues	Finding
1	2
1. Whether the Party I/Workmen are entitled to the monetary benefits arising out of settlement dated 31-7-2001?	In the negative (except the Workmen at Sr. No. 20 to 23, 25, 26, 28, 30, 31, 32, 35 and 45 in the terms of reference).
2. Whether action of the management of the Party II in refusing to pay to the Party I/Workmen monetary benefits arising out of the Settlement dated 31-7-2001 is legal and justified?	In the positive.

1	2
3. Whether Party I/Workmen are entitled to the relief's as prayed for?	In the negative.
4. What award?	As per order below.

REASONS

13. *Issue Nos. 1 & 2:* Both these issues are answered together as they are corelated and are on the subject of the monetary benefits arising out of the settlement dated 31-7-2001.

14. Though according to Party I, the Union signing the settlement is the only Union functioning in the company and it was representing all the workers of the Party II and therefore the settlement is binding on Party I Workmen, it is admitted by Shri Zipre Parab in his cross examination that the settlement dated 31-7-01 is not a conciliation settlement. Shri Zipre Parab had stated in his affidavit in evidence that the conciliation officer registered the said settlement vide registration letter dated 26-11-01 thereby converting the said settlement as conciliation settlement and has produced on record at Exb. 19 the said letter dated 26-11-01. It may be mentioned here that the settlement has been registered under Rule 58 (4) of the Industrial Disputes (Central) Rules by the Asstt. Labour Commissioner as per the requirement of law and therefore as rightly pointed out by Learned Advocate of Party II sending of copies of the said settlement to the concerned authority or registration of the said settlement as per the requirement of law does not make the settlement which is u/s 2(p) read with Sec. 18(1) of the Act, a conciliation settlement. This is more because reading of the title of the said settlement at Exb. 16 by itself makes it clear that the same is u/s 2(p) r/w Sec. 18(1) of the said Act.

15. Having come to the finding that the settlement is not a conciliation settlement, in view of the observations in the judgment in the case of **Tata Consulting (supra)** it becomes clear that the benefits under such settlement cannot be extended to those employees who had not given the undertaking which is a part and parcel of the said settlement. It is observed in this judgment that the employees covered by such settlement u/s 18(1) of the Act is an independent class and no complaint can be made by the members of the other Union and thus no relief could be granted to such other Union. No doubt, as rightly pointed

out by the Lnd. Advocate for Party I, the relief in the above case was claimed by the other Union who had not given the undertaking and therefore the facts of this case could be distinguished from the facts of the instant case, but to my mind, the principle culled out from the above judgment which is that the settlement u/s 18(1) of the Act binds only its signatories, deserves to be accepted, irrespective of the fact that the Union claiming relief in the above case was the other Union.

16. In their written statement it is the case of Party II that prior to signing of the said settlement they issued a notice dated 6-7-01 informing the Workmen that Party II and the Union have reached an understanding on the settlement on the charter of demands and prior to signing of the settlement the Workmen who are interested in agreeing with the said understanding had to put in writing individually by 10-7-01 and if consent was not received by 10-7-01 those of the Workmen would not be eligible for the benefits of the said settlement. It is also the case of Party II that even on 31-7-01 itself they displayed a notice informing all the Workmen of Party II about the settlement being arrived at and further stating that the Workmen who would signify their consent in writing will be eligible for the benefits of the said settlement. It is further the case of Party II that the benefits of this settlement were extended even to the Workmen who on 9-8-01 made request to permit them to sign the consent accepting the settlement and as a special case the date of acceptance was extended up to 14-8-01. It is also the case of Party II that they again displayed a notice dated 15-10-01 and extended the period of acceptance of the consent letter for a week from 15-10-01. It is pertinent to note that the above facts mentioned in the written statement by Party II are not denied by Party I in their rejoinder and therefore I have no hesitation to hold that these facts are admitted by Party II.

17. In the judgment in the case of **Virdhuchalam (supra)** it is observed as under:

It has to be kept in view that the Act is based on the principle of collective bargaining for resolving industrial disputes and for maintaining industrial peace. The principle of industrial democracy is the bedrock of the Act. The employer or a class of employers on the one hand and the accredited representatives of the Workmen on the other are expected to resolve the industrial dispute amicably as far as possible by entering into the settlement outside the conciliation pro-

ceedings or if no settlement is reached and the dispute reaches conciliator even during the conciliation proceedings. In all these negotiations based on collective bargaining individual Workman necessarily recedes in background. The reins of bargaining on his behalf is handed over to the Union representing such Workman. The Unions espouse the common cause on behalf of their members. Consequently, settlement arrived at by them with management would bind at least their members and if such a settlement is arrived at during conciliation proceedings it would bind even non-members. Thus, settlements are the live wires under the Act for ensuring industrial peace and prosperity.

18. In the judgment in the case of *Hillson and Dinshaw (supra)* it is held as under:

".... the settlement in this case was arrived at not in the course of conciliation proceedings and hence as per Section 18(1) of the Industrial Disputes Act, 1947 it was binding on the parties thereto, namely the company and the Union representing the respondent-Workman who was its member. It was therefore binding on the Workman, unless it was shown that the settlement was ex-facie unfair, unjust or malafide...."

19. In the judgment in the case of **The K. C. P. Ltd. (supra)** it is observed that even in the case of the settlement under Section 18 (1), if it was reached with a representative Union of which the contesting Workmen were members and if there was nothing unreasonable or unfair in the terms of the settlement, it must be binding on the contesting Workmen also. Even in the case of **Ambalal Sarabhai (supra)** it is observed that settlement between the Union and the employer if not malafide or fraudulently obtained or obtained on account of corruption or is not just and proper, is enforceable against the Workmen.

20. Thus, the ratio emerging from the observations in the above judicial pronouncements indicate that for the settlement to bind all the Workmen it has to pass two tests which are that the settlement has to be signed by the Union representing the Workmen and it should not be malafide, unreasonable or unfair. It is therefore required to see as to how far this ratio helps the case set up by Party I.

21. In this cross examination Shri Zipre Parab has stated that when this settlement was signed with the management, some of the Workmen were

against this settlement. Though Lnd. Advocate for Party I by referring to the term "some of the Workmen" used by Shri Zipre Parab tried to contend that these Workmen could be the ones who did not form the part of the Union however as rightly pointed out by Lnd. Advocate for Party II, the above statement made by Shri Zipre Parab cannot be read out of context as it is nobody's case that there were other Workmen in Party II who had not joined the Union. Thus the above term has to be read as referring to the workers comprising Party I Union and this in turn makes it clear that the settlement in question was not agreeable to some of the Workmen. It may also be mentioned here that Shri Zipre Parab has stated in his cross-examination that they were not shown the terms and conditions of settlement and as such they had not signed the settlement. It therefore appears from the statement of Shri Zipre Parab that the settlement was required to be signed by Party I Workmen and they did not sign it only because they were unaware of the terms and conditions of the settlement. Nevertheless, in his further cross-examination Shri Zipre Parab has stated that he was aware that the Company wanted the Workmen to give their individual letters of acceptance of terms of settlement, which means that Shri Zipre Parab was aware about the said clause on the subject of consent letter by individual Workmen, in the settlement.

22. In the above context it is worthwhile referring to clause 4 and clause 5 of the settlement at Exb. 16 which read as under:

4. *It is agreed between the parties hereto that this settlement shall be binding on all permanent Workmen of the company in Goa.*
5. *The benefits/rights/obligations flowing from this settlement in whatsoever manner shall apply only to such Workmen/ Employees who accept and agree to abide by the terms and conditions of this settlement in writing.*

23. No doubt, clause 4 above speaks about the binding effect of the settlement on all permanent Workmen of the Company but at the same time clause 5 mentions about acceptance of the benefits/rights/obligations flowing from the settlement, by the Workmen and therefore I am of the considered opinion that in the fact situation pointed out above, clause 4 cannot be read in isolation and it has to be read along with clause 5.

24. Reading of Exb. 16 makes it clear that at the time of discussion on charter of demands, 9 office bearers of the Union had participated but the settlement has been signed by only 5 out of them. As rightly submitted by the Lnd. Advocate for Party II, this fact by itself indicates that there was a rift in the Union and amongst the workers of Party II and it is precisely due to this reason acceptance clause was inserted in the settlement. The other fact which can be gathered from the above act of 4 workers not signing the settlement on behalf of the Union, is that the 81 Workmen had not accepted the said settlement.

25. It is also clear from the evidence of Shri B. S. Sridhara and the letters dated 26-8-03 produced by him at Exb. 30 colly that twelve Workmen from amongst 81 Workmen in this reference, gave their acceptance and requested to extend the benefit of the settlement w.e.f. August, 2003 onwards and accordingly the terms of the said settlement were extended to them and they were paid benefits w.e.f. August, 2003. No doubt, it is suggested to Shri B. S. Sridhara that the letters at Exb. 30 colly were prepared by the management and the management had obtained the signatures of the Workmen on the said letters but it deserves to be noted that since the Workmen whose letters are produced at Exb. 30 colly are at Serial number 20, 21, 22, 23, 25, 26, 28, 30, 31, 32, 35 and 45 in the reference and who are amongst the 81 Workmen who are parties to the reference, nothing could prevent Party I from examining any of the Workmen from amongst the above 12, for proving that the letters at Exb. 30 colly were prepared by the management and signatures of these Workmen were obtained on the same. Being so, the above suggestion do not merit consideration and on the contrary the very fact that the above twelve Workmen gave the consent and accepted the benefits of the settlement, makes it clear that giving of such consent was required, since the settlement was not a conciliation settlement.

26. Thus, from the above, it can be made out that Party II has succeeded in establishing that the 81 Workmen who had not given the consent letter at the time when settlement dated 31-7-2001 was entered into had not agreed to the terms and conditions in the settlement and therefore it now cannot be said that the said settlement having signed by the Union representing all the workers of Party II is binding on all the workers of Party II. It is thus in such peculiar situation the ratios in the judgments supra, cannot be made applicable to the facts of

the case at hand and this is because the ratio emerging in a particular case has to be read viz-a-viz the facts in that particular case. It also follows from above, that the case at hand has failed the first test laid down by the ratios in the judgments in the cases of **Virdhuchalam, Hillson Dillshaw** and **The K.C.P. Ltd.** (all cited supra). Consequently the question of the instant case passing the second test as required by the ratios in the above judgments, does not arise.

27. Though in the judgment in the case of **Cipla Ltd. (supra)** it is held that insistence on an undertaking/declaration by virtue of such clause in the settlement is opposed to the public policy, reading of this judgment makes it clear that settlement dated 14-5-2004 was arrived at between respondent No. 3 which was a recognized Union under MRTU & PULP Act and the management and under clause 14 of this settlement every worker who wished to receive benefits available under it was expected to sign a declaration/understanding in the format annexed to the settlement. The undertaking which each Workman was expected to submit under clause 14 was in the following terms.

"I..... hereby state that the contents of the settlement dated..... between Cipla Employees' Union and the Company has been read out and explained to me and fully understood by me.

I do hereby agree to abide by all the terms and conditions contained in the said memorandum of settlement. I shall fulfill all the obligations cast on me in this settlement and extend my fullest co-operation.

In the event of my refusal or failure to fulfill any part of my obligations towards maintaining normal production discipline and improvements in working, the Company is at liberty to withdraw the benefits arising from the said settlement."

Clause 14 of the settlement read as under:

"Every Workman covered by this settlement will be required to make an individual declaration to the effect that the terms and conditions in this settlement are acceptable to him. Such declaration shall be in the format at Annexure III and shall be submitted on or before May 31, 2004. In case a Workman does not submit the declaration as aforesaid, but chooses to submit the same at a later date, the benefits of the settlement only in respect of prospective wages will

become applicable to him with effect from the first of the month following the date of submission of the declaration”.

28. It was held that clause 14 does not indicate that the extension of the benefits or obligations under the settlement of 14-5-04 was dependent on submission of the undertaking; that it merely stipulates that each Workmen is expected to submit the undertaking and that there is no indication in any of the clauses of the settlement that if the undertaking is not submitted, the Workmen would not be entitled to the benefits flowing from the settlement and would be bound by the settlement. It is also observed that para 3 of the undertaking implies that the petitioners would be at liberty to withdraw the benefits arising out of the settlement if in their opinion, the Workmen would not give the normal production levels or maintain discipline. It is thus observed that the insistence on an undertaking/declaration is uncalled for and the undertaking does not provide that the company would be at liberty to withdraw the benefits arising out of the settlement after giving the Workmen an opportunity to be heard. It was therefore in such situation held that insistence on an undertaking/declaration by virtue of clause 14 of the settlement is opposed to the public policy.

29. In the above context, Learned Advocate for Party II by relying on the observations in the judgment in the case of **ANZ Grindlay Bank (supra)** in which case the settlement was arrived at between the bank and the Association and which by virtue of Section 18(1) of the Act was binding only on the members of the Association was also extended to other employees who were not the members of Association and who in order to avail benefit of it were required to give a ‘receipt’ stating that they were accepting the settlement, submitted that this judgment of Apex Court runs contrary to the judgment in the case of **Cipla Ltd. (supra)** and therefore according to him, the arguments advanced by Learned Advocate for Party I on the subject of the existence of such clause being ‘opposed to public policy’ cannot at all be accepted.

30. I have gone through both these judgments i.e. the judgment in the case of **Cipla Ltd. and ANZ Grindlays Bank (both cited supra)** and have also elaborated in the discussion supra as to under what circumstances, the observations on the subject of such clause being opposed to public policy have been made in the judgment in the case of **Cipla Ltd. (supra)**. The fact situation in

the instant case and more particularly the contents of clause 5 in the settlement in this case could be distinguished from that of the declaration in clause 14 in the case in **Cipla Ltd.**, and therefore in my view considering the evidence in the instant case wherein it is clear that there was a rift in the Union and among the workers of the Party II, it would not be proper and justified to say that insertion of such clause in the settlement in this case is opposed to public policy. This is more because, the members of the Union who represented the Union at the time of settlement talks and who later did not sign the settlement and those who signed the settlement, did not object for insertion of such a clause in the settlement and therefore the contention of Learned Advocate for Party II that it was an error to put such clause having no legal implication in the settlement, cannot be accepted.

31. As regards the aspect of authorization by the workers to the office bearers of the Union to give consent to the settlement, on their behalf, it is the contention of Lnd. Advocate for Party II that Party I Workmen had not given such authorization to the workers representing the Union and therefore the settlement does not bind Party I Workmen. Reading of the claim statement reveals that it is no where the case of Party I Workmen that they had authorized the representatives of the Union to consent to the settlement. There is also no pleading in the written statement of Party II stating that Workmen had not authorized the representatives of the Union to consent to the settlement. However in the rejoinder Party I Workmen have projected the case that all the workers were the members of the Union and they have authorized the Union to sign the settlement dated 31-7-01. Nonetheless, since the above statement has come on record in the rejoinder, the same cannot be considered as the pleadings of Party I and it is precisely for this reason no issue has been framed on the said subject.

32. In the judgment in the case of **Brook Bond and Hindustan Housing Factory (both cited supra)** it is observed that if there is a recognized Union and the constitution of the Union provides that any of its office bearers can enter into a settlement with the management, a settlement may be arrived at between the employer and such office bearer or office bearers but where constitution does not so provide specifically, the office bearers should have the necessary authorization by the executive committee of the Union or by the Workmen. It may be mentioned

here that Lnd. Advocate for Party II has also produced the copy of Bye-laws of Party I Union, for perusal of this Court, to substantiate that no such authorization is provided in the Bye-Laws.

33. Further, in the judgment in the case of **J. K. Chemicals (supra)** the ratio culled out is that the object of the authorization is to ensure that a settlement which has been arrived at by representatives who are not duly authorized is not foisted on the Workmen and that the Tribunal has to be careful to see that, due authorization has infact been given.

34. Nevertheless, as rightly pointed out by Lnd. Advocate for Party I, it is not open to Party II to raise this issue at this stage because reading of the above judgments make it clear that when the authority of the office bearers who sign the memorandum of settlement is challenged or disputed, the said authority or authorization of the office bearers who signed the memorandum of settlement has to be established as fact, meaning thereby such fact has to be alleged in the pleadings. This is because as is observed in the case of **Brook Bond (supra)** rule 58 presupposes the existence of a settlement already arrived at between the Employer and the Workmen and it only prescribes the form in which the memorandum of settlement should be and by whom it should be signed.

35. I have already mentioned supra that the above fact is not pleaded by either of the parties in their pleadings i.e. in the claim statement or the written statement but that it is Party I who has made mention of it in the rejoinder and therefore I am of the opinion that strictly speaking it would not be proper and justified to say that Party II cannot raise the said issue without pleading this fact in the written statement. Nevertheless, as no issue has been framed on the said fact, the question of deciding it, does not arise.

36. In view of discussion supra, issue No. 1 and 2 are answered accordingly.

37. *Issue No. 3:* Having come to the above findings, Party I Workmen (except Workmen at Sr. No. 20 to 23, 25, 26, 28, 30 to 32, 35 and 45 in the terms of reference) are not entitled to the relief's as prayed for. Hence my findings.

In the result, I pass the following.

ORDER

It is hereby held that the action of the management of M/s. Phil Corporation Limited,

Karaswada, in refusing to pay the legal dues accrued out of the wage settlement dated 31-7-2001 to the following Workmen (as per serial number mentioned in the order of reference) is legal and justified.

- (1) Mrs. Leena D'Souza, (2) Mr. Satish Barve, (3) Mr. Ranganath Gawas, (4) Mr. Sandeep Chodanker, (5) Mr. Sandeep Pilgaonkar (6) Mr. Sanjit Mulgaonkar, (7) Mr. Santosh Bandekar, (8) Mr. Prabhakar Kambli, (9) Mr. Jeevan Maineker, (10) Mrs. Manisha Sawant. (11) Mr. Tukaram Kambli, (12) Mr. Vishwas Gawas, (13) Mr. Ajit Kalangutker, (14) Mr. Santosh Salgaonkar, (15) Mr. Mangaldas Shetker, (16) Miss. Asmita Malik, (17) Miss. Geeeta Fadte Durbhat, (18) Ms. Chaya Salgaonkar, (19) Miss. Pushpa Shirodker; (24) Mrs. Sushila Mashelker, (27) Mrs. Rajeshree Salgaonkar, (29) Mrs. Sulaksha Dicholker, (33) Mrs. Gulzar Sheikh, (34) Mrs. Teeja Sawant, (16) Mr. Keshav R. Pedneker, (37) Mr. Satyawan Gaonker, (38) Mr. Sakharam Shet, (39) Mr. Sunil Verneker, (40) Mrs. Sadhana Dhargalker, (41) Mr. Dayanand Sinari, (42) Mrs. Anita Mahambre, (43) Mrs. Ranjana Usgaonkar, (44) Miss, Priya Mayeker, (46) Mrs. Babita Naik, (47) Mrs. Ravita Tari, (48) Mr. Uday Narulker, (49) Mrs. Manju Naik Gaonkar, (50) Mrs. Deepa Shetker, (51) Mrs. Savita Naik Gaonkar, (52) Mrs. Sheetal Parab, (53) Miss. Shalini Bhomker, (54) Mrs. Anu Mayeker, (55) Mrs. Chaya Parab, (56) Mrs. Tilan Prabhu. (57) Mr. Sunder Saraf, (58) Mr. Shailesh Narveker, (59) Mr. Baburao Khadepker, (60) Mr. Gokuldas Gaonker, (61) Mr. Kamalakant Azreker, (62) Mrs. Shreya Pedneker, (63) Mr. Ulhas Chari, (64) Mr. Navnath Gaonker, (65) Mr. Sanjeevkumar Beleker, (66) Mr. Devidas Gaonker, (67) Mr. Santosh Parab, (68) Mr. Anand Nagveker, (69) Mr, Zopne Parab, (70) Mr, Dinesh Mandreker, (71) Mrs. Sulochana Shetker, (72) Mrs. Pranita Popker, (73) Mr. Vinay Chodanker, (74) Miss Jyoti Goveker, (75) Miss Rohini Gaonker, (76) Mr. Rosario Dias, (77) Mr. Meghsham Chodanker, (78) Mr. Anupa Morajker, (79) Mrs. Bhakti Naik, (80) Mr. Chalchandra Marveker and (81) Miss Pratibha Naik.

The above Workmen are therefore not entitled to any relief.

The reference as regards the Workmen at Sr. Nos. 20, 21, 22, 23, 25, 26, 28, 30, 31, 32, 35 and 45

in the terms of reference namely Ms. Riya Ratikant Mapari, Mrs. Vanita Mandrekar, Mrs. Vaibhavi Gayak, Mrs. Sharaya Devidas, Mrs. Sadikar Bi Xec, Mrs. Babita Mandrekar, Mrs. Richa Mandrekar, Mrs. Shilpa Amonkar, Mrs. Anna D'Souza, Mrs. Masudha Shaikh, Mrs. Shaileja Namshikar and Mrs. Nutun Korgaonkar, does not survive, as they have accepted the settlement vide consent letters at Exb. 30 colly.

No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2012-LAB/533

The following award passed by the Labour Court-cum-Labour Court, at Panaji-Goa on 12-09-2012 in reference No. IT/76/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 11th October, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI-GOA

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/76/96

Workmen rep. by
The President,
Goa Trade and Commercial
Workers Union,
Panaji-Goa.

... Workman/Party I

V/s

M/s Naseem Creations (India),
D2/1, Sancoale Industrial Estate,
Zuarinagar-Goa.

... Employer/Party II

Adv. Shri Suhas Naik for Workmen/Party I

Adv. Shri M. S. Bhandodkar for Employer/Party II

AWARD

(Passed on 12th September, 2012)

In exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act), the Government of Goa by order dated 4-12-1996 bearing No. IRM/COM/Sc/(61)/96/12382 referred the following dispute for adjudication by this Tribunal.

"Whether the demand for payment of 20% bonus for the accounting years 1993-94 and 1994-95 served on the management of M/s Naseem Creations (India), Sancoale, by Goa Trade and Commercial Workers' Union, is legal and justified?

If so, to what relief the Workman are entitled to?"

2. Upon receipt of the reference, a case was registered under No. IT/76/96 and registered A.D notice was issued to the parties. In pursuance to the said notice the Party I appeared before the court through his representative and Party II remained present in person. Party I filed the claim statement at Exb. 3 and subsequently Party II filed the written statement at Exb. 4. Party I then filed the rejoinder at Exb. 5.

3. It is in short the case of the Workman i.e. Party I that Party II which is a company manufacturing garments is run by Mrs Naseem Shaikh who is the proprietor the said company which is employing around 70 workers and is in the process of manufacturing since the year 1988. It is stated that Party II is covered under the Bonus Act as it has already completed five years of production before the financial year 1993-94. It is stated that by letter dated 13-10-94, Party I requested Party II to disburse bonus @ 8.33 % for the financial year ending on 31-3-94 but Party II did not pay the same. It is stated that by letter dated 4-11-94 Party I raised a fresh dispute before Deputy Labour Commissioner, Margao, Goa requesting to prevail upon the management to pay the bonus for the year ending 31-4-94 and thereafter on 10-7-95 again requested the proprietor to pay bonus for the financial year ending 31-3-95 but Party II refused. That by letter dated 24-7-95 Party II was requested to inform the exact date of payment of bonus and by letter dated 22-7-95, Party II agreed to pay the bonus as per the provisions of Bonus Act. It is stated that both the parties were then called the office, of the Deputy Labour Commissioner, Margao, Goa for the meeting on 18-10-95 to resolve the issue of

Payment of bonus for the financial year ending 1993-94 and 1994-95. It is stated that in the further course of proceedings at the instance of Party I, chartered accountant firm by name M/s A. N. Kharangate and Associates submitted reports dated 1-12-95 stating that should the correct stock figures are taken into account, the net profits and corresponding gross profits under the Bonus Act would be much higher for the years 1992-93 to 1994-95. It is stated that Party II has started commercial production since beginning of year 1988 and as such the Workmen are entitled for the payment of bonus after five years of completion of commercial production. It is therefore prayed by Party I to hold that the action of Party II of non-payment of bonus @20% for the accounting year 1993-94 and 1994-95 is illegal and unjustified and to direct Party II to pay bonus at the above rate for the financial year 1993-1994 and 1994-95.

4. In the written statement Party II has denied the case of Party I and has stated that the reference is not maintainable and is bad in law since no appropriate reasons have been given by the Government for making this reference; that the Government ought to have applied its mind to Section 16 of the Payment of Bonus Act, 1965 in particular (1-A) explanation II (b) in terms of which the Workmen are not entitled to claim bonus as prayed for and that the union had also not put forth any justification during the conciliation proceedings to show as to how they are entitled to any bonus for the years 1993-94 and 1994-95. It is stated that the establishment of Party II was started in the year 1989; that the shed in which the goods were manufactured was taken possession of after 8-6-89 and thereafter the loan was sanctioned and disbursed by the Economic Development Corporation between 7-7-89 to 20-11-89. It is stated that EDC directly made payment to the suppliers of the machinery and equipment and accordingly made payment to Mysore Sewing Machine Co., M/s Virani Sales Corporation and other suppliers in July, 1989 and thereafter and therefore Party II could start manufacture only then which was somewhere in October, 1989. It is stated that in terms of Section 16 of the Payment of Bonus Act, 1965 Party II is not required to pay bonus up to accounting year 1994-95. It is stated that total loss carried forward as per the relevant provisions of the Act up to the accounting year 1994-95 is Rs. 15,27,931.00 and therefore the Workmen are not entitled to claim any bonus. It is stated that the letter dated 22-7-95 has been totally misunderstood by the union as the correct thinking while writing the

said letter was that if at all the workers are entitled to bonus under the Act, they would be paid accordingly and after calculation it was observed that the workers were not entitled to bonus as per Payment of Bonus Act, 1965. It is stated that the so called bonus and calculation of M/s A. N. Kharangate and Associates and their report dated 1-12-95 are not correct calculations as per the Payment of Bonus Act, 1965 and the same have been made without taking into account the relevant provisions of the Payment of Bonus Act, 1965. Thus, it is the contention of Party II that the entire reference ought to be rejected.

5. In their rejoinder Party I has denied the contentions raised by Party II in its written statement.

6. On the basis of above averments of the respective parties the issues were framed at Exb. 6.

7. In support of its claim Party I examined Shri Narayan Palekar as witness No. 1 and Shri Raju Mangeshkar as witness No. 2. On the other hand Proprietor of Party II, Mrs. Naseem Shaikh examined herself as witness 1 for Party II and closed the case.

8. Heard Learned Advocate Shri Suhas Naik for Party I and Learned Adv. Shri M. S. Bhandodkar for Party II.

9. In his arguments Learned Advocate for Party I submitted that Party I has produced documentary evidence on record to establish that the workers in the meeting held on 25-5-90 had resolved to join Goa Trade and Commercial Workers' Union and that Shri Christopher Fonseca is the President of the said Union and therefore he has authority to file the statement of claim on behalf of the Workmen. He also stated that Party II has not paid the bonus to the Workmen for the financial years 1993-94 and 1994-95 though they are liable to pay the same. He also made reference to the report of Chartered Accountant from M/s A. N. Kharangate and Associates to contend that the net profits and the corresponding gross profits under the Bonus Act was much higher for the years 1992-93 and 1994-95 and urged that Party II is therefore liable to pay the bonus as prayed for.

10. On the other hand Learned Advocate for Party II by inviting my attention to Section 16 (1-A) and explanation II(b) of the Payment of Bonus Act viz-a-viz the balance sheets of Party II of the relevant period, contended that Party II is not liable to pay any bonus as prayed for by

Party I. Further by referring to Section 23 of the Payment of Bonus Act he submitted that there is presumption about accuracy of balance sheet and profit and loss account and therefore the court is bound to consider the documents pertaining to profit and loss account of Party II which show the losses incurred by Party II during the relevant period. Further by inviting my attention to Section 16 of the Payment of Bonus Act, he stated that since there was no allocable surplus, the question of set off would not arise by further making it clear that the factory of Party II was then closed in the year 1996. Thus, in short he contended that the present reference deserves to be rejected.

11. I have gone through the records of the case and have duly considered the submissions made by both the Learned Advocates.

12. I am reproducing herewith the issues along with their findings and reasons thereof.

- | | |
|--|---------------------|
| 1. Whether the Party I proves that Shri Christopher Fonseca has the authority to file statement of claim on behalf of the Workmen? | Positive. |
| 2. Whether the Party I proves that the Workmen are entitled to 20% bonus for the accounting years 1993-94 and 1994-95 and their demand is legal and justified? | Negative. |
| 3. Whether the Party II proves that the reference is not maintainable and bad in law for the reasons stated in para I of the written statement? | Positive. |
| 4. Whether the Workmen are entitled to any relief? | Negative. |
| 5. What Award? | As per order below. |

REASONS

13. *Issue No. 1:* It is the averment in para 1 of the statement of claim that it is filed by Shri Christopher Fonseca, President of Goa Trade and Commercial Workers' Union representing Workmen/Party I. In reply to this para, it is the contention of Party II that they have no means to find out whether Mr. Christopher Fonseca has authority or has been authorized by the Workmen to file the statement of claim or not. Thus, the above averments made by the respective parties gave rise to this issue.

14. It may be mentioned here that the statement made by Shri Narayan Palekar that the statement of claim is filed by Shri Christopher Fonseca, the President of the Union is not denied in this cross examination. Shri Palekar has also stated that he is one of the Secretary of Goa Trade and Commercial Workers' Union (GTCWU) and that the workers of Party II have become the members of GTCWU. He has also produced the resolution passed by the workers of Party II in the meeting held on 25-5-90 at Exb. W-1 wherein 77 workers of Party II have resolved to join GTCWU. He has also stated that a letter was sent to the managing director of Party II informing about the above fact along with the copy of the resolution and has produced the copy of the said letter dated 23-5-90 at Exb. W-2. Perusal of Exb. W-1 makes it clear that there is mention in it about the existence of GTCWU and of Christopher Fonseca being its President. Even otherwise the above statements made by Shri Palekar in his chief examination are not denied in his cross examination. That apart Mrs. Naseem Shaikh of Party II has also admitted of having received a letter from GTCWU stating that the workers of Party II had become its members. She has even produced a letter dated 22-8-95 at Exb. W-6 addressed by her to the President of GTCWU which is a reply to the letter dated 8-8-95 of the said President and perusal of this letter dated 8-8-95 at Exb. W-4 colly makes it clear that the same has been addressed by Shri Christopher Fonseca as President of GTCWU to Mrs. Naseem Shaikh requesting to disburse the bonus. Thus, the above correspondence and the statements made by Mrs. Naseem Shaikh make it clear that there is no dispute on behalf of Party II that Shri Christopher Fonseca is the President of GTCWU and since there is also no dispute that the workers have joined GTCWU vide resolution at Exb. W-1, I am of the considered opinion that Mr. Christopher Fonseca as the President of Party I has authority to file the statement of claim on behalf of the Workmen. Hence my findings.

15. *Issue Nos. 2 and 3:* Both these issues are answered together for the sake of convenience as they relate to the entitlement of Workmen/Party II to claim 20% bonus for accounting years 1993-94 and 1994-95.

16. According to Shri Narayan Palekar the manufacturing of the garments in the factory was started by Party II somewhere in the year 1988. He has stated that by letter dated 13-10-94 which he has produced at Exb. W3, the union called upon the Party II to pay bonus @8.33% for the year ending

31-3-94 and has also produced the reminders dated 10-7-95, 26-10-95, 8-8-95 and 10-6-96 at Exb. W4 colly issued to Party II for payment of such bonus. He has stated that inspite of these reminders, Party II did not pay bonus and sent a letter dated 22-8-95 which he has produced at Exb. W6 stating that the wage agreement provides that the bonus will be paid as per the Bonus Act. He has also produced a letter dated 1-12-95 at Exb. W7 by the Chartered Accountant Shri A. N. Kharangate and Associates wherein it is stated that if corrected stock figure were taken into account, the net profit and the corresponding gross profit under Bonus Act would be much higher. He has further stated that Party II used to make huge profits in their business of manufacturing garments and that they should be directed to pay the bonus as prayed for.

17. In his cross examination he has stated that he cannot produce any document to show that the workers were employed in the factory in the year 1988. He has stated that in the resolution at Exb. W1 it is not specifically mentioned that the workers who signed the same were working since 1988 and has denied the suggestion that the manufacturing business of the Party II started in October, 1989. In reference to letter dated 22-8-95 at Exb. W6 he has denied the suggestion that Party II had told them that bonus will be paid if at all the same was to be paid under the payment of Bonus Act. He has also stated that information was given to the Chartered Accountant Shri A. N. Kharangate and Associates from time to time for preparing the statement of computation of gross profits and has denied the suggestion that the statement prepared by the said Chartered Accountant is not in accordance with the provisions of the payment of Bouns Act and that the correct calculation regarding bonus was shown in the conciliation proceedings. He has also stated that his statement that Party II used to make huge profits in their business is based on the statement prepared by Chartered Accountant.

18. Shri Raju Mangueshkar has stated that at the request of the union, Party II submitted their accounts which were further submitted to the Chartered Accountant Shri A. N. Kharangate and Associates and by referring to the report dated 1-12-95 at Exb. W7, submitted by the Chartered Accountant, he has stated that in terms of above document it was evident that Party II was making sufficient profit and was in a position to pay bonus to the workers. In his cross examination he has stated that the factory of Party II is closed since March, 1997. He has stated that for carrying on

the business of manufacturing garments a shed is required and the same was allotted to Party II by Goa Industrial Development Corporation. He has stated that he is not aware whether the said shed which was earlier used by M/s. V. N. S. Service Centre was transferred in favour of Party II or as to when it was transferred. He also seems to be not aware as to whether Party II has obtained any loan from E.D.C. for the purpose of their business. He has stated that he has no documentary evidence to show that the Party II employed workers in the year 1988. He has also stated that he has no documentary evidence to show that the manufacturing activities were started by Party II in the year 1988. He has however admitted that it is not mentioned in the documents namely Exb. W1 to W5 which are resolution dated 25-5-90, letter dated 23-5-90, letter dated 13-10-94 by union calling upon the Party II to pay bonus @8.33% for the year ending 31-3-94 and the reminders dated 10-7-95, 26-10-95, 8-8-95 and 10-6-96 sent to Party II for payment of bonus, that the manufacturing activities are being carried out by Party II in the year 1988. He has also denied the suggestion that it is not stated in the letter dated 1-12-95 at Exb. W7 that the workers are entitled for bonus for the year 1993-94 and 1994-95. He has also denied the suggestion that Party II never made huge profits so as to pay bonus to its workers for the year 1993-94 and 1994-95.

19. Mrs. Nassem Shaikh the Proprietor of Party II has produced a letter dated 9-5-89 at Exb. E 1 on the subject of transfer of shed No. D2-1 of M/s. V. N. S. Service Centre to her and has further produced a copy of an order dated 8-6-1989 by GDDIDC granting her permission for transfer of the said shed in the name of Party II on payment of annual lease rent of Rs. 1182/- at Exb. E2. She has also produced xerox copy of a letter dated 14-6-89 at Exb.E3 by which EDC sanctioned her the loan of amount of Rs. 9,40,000/- for acquiring the shed and the machinery of various types such as sewing machines, overlock machines, cutting machines etc. and has produced on record a letter dated 14-9-89 received by her from Mysore Sewing Machines Co. giving the proforma invoice at Exb.E4. She has also produced xerox copy of proforma invoice dated 21-4-89, delivery challan dated 14-10-89 and the receipts given by Virani Sales Corporation at Exb. E8 colly. She has also produced a xerox copy of letter dated 10-8-89 addressed by one Shri S. S. Pillai civil and structural contractors to Party II on the subject of the repair work of the shed, at Exb. E8 and the

statement of account submitted to her by EDC for the period from 7-7-89 to 31-3-93 showing the amount disbursed to her and the balance amount payable by her, at Exb.E10. She has stated that she appointed lady tailors and other staff members from the month of October, 89 and started maintaining the muster roll from October, 89 and has produced on record the copy of said muster roll at Exb. 11 as well as the register giving details of the workers employed by her at Exb. 12. She has stated that she did not pay bonus to the workers for the year 1993-94 and 1994-95 as they were not entitled for the same as per the provisions of the payment of Bonus Act. She has produced the xerox copy of the Profit and Loss Account and Balance Sheet for the year ending 31-3-90 to the year ending 31-3-95 at Exb. 13 colly. She has also produced xerox copies of computation of gross profit as per the payment of Bonus Act for the accounting year 31-3-90 to the accounting year ending 31-3-95 at Exb. 14 colly. She has stated that the union had produced the calculation made by Chartered Accountant Shri A. N. Kharangate before the Dy. Labour Commissioner to which she did not agree. She has stated that DLC called both the chartered accountants i.e. of Party I and Party II however the chartered accountant of Party II appeared but Mr. Kharangate did not appear. She has stated that in her letter dated 22-8-95 at Exb. W6 she had mentioned that the bonus would be paid as per the Bonus Act and has produced the copies of letter dated 25-10-94, 22-7-95 and 3-8-95 written by her to the President of the union stating that Party II was not liable to pay bonus to the workers as per the payment of Bonus Act, at Exb. 15 colly. Thus according to her the claim of workers for 20% bonus for the accounting year 1993-94 and 1994-95 is false and that they are not entitled even to the minimum bonus @8.33% as per the payment of Bonus Act.

20. In her cross-examination, upon being shown the letter at Exb. E-8, she has stated that the said letter does not mention the nature of the repair work carried out by the said contractor. She has however denied the suggestion that no repair work was carried out to the factory as mentioned in Exb.E-8. Upon being shown the delivery challan and the proforma invoice, this witness has stated that the delivery challan does not mention the type of the machine, the make of the machine and the year of its manufacturing but in the invoice the type and make of the machine is mentioned. She has also denied the suggestion that in the balance sheets of Party II there is no mention of

all the amounts received by Party II so also that the expenditure which has been shown in the balance sheet of Party II is false. Further she has also denied the suggestion that Party II has made profits for the accounting year 1993-94 and 1994-95 and according to her the workers are not entitled to 20% bonus or any other bonus for the accounting year 1993-94 & 1994-95.

21. Thus, from the above evidence it can be safely gathered that it is the particular case of Party I that the manufacturing of the garments in the factory was started by Party II in the year 1988 whereas according to Party II the said manufacturing started in the year 1989. It is further clear from the deposition of the above witnesses that Party I was not able to produce any documents to substantiate their statement that manufacturing of garments commenced in the year 1989. On the contrary, documentary evidence produced by Mrs. Naseem Shaikh and more particularly Exb. E-1 on the transfer of shed No. D2-1, Exb. E-2 on the subject of payment of lease rent and Exb. E-3 which is a letter dated 14-6-89 of sanctioning loan by EDC, makes it clear that all the above documents came into existence in the year 1989 and even otherwise it is not the case of Party I that Mrs. Naseem Shaikh had started the manufacturing work in the shed prior to execution of the aforesaid documents. No doubt, Mrs. Naseem Shaikh has been cross examined on the documents at Exb.E-8 as well as on the delivery challan and proforma invoice to bring on record the fact that no details of the nature of repair work, type of machines or the make of machines if found mentioned in the same but, to my mind this by itself cannot falsify its case projected by Party II that the manufacturing of the garments in the factory commenced in the year 1989 and this can be safely concluded on the basis of the documents at Exb.E-1, Exb.2 and Exb.E-3. It is worthwhile noting that there is no effective cross examination of Ms. Naseem Shaikh on Exb.E-1, Exb.E-2 and Exb.E-3 and therefore the contents of these documents have gone unchallenged and hence deserve to be accepted.

22. In the light of the specific case of Party II referring to the Section 16 (1-A) of the Payment of Bonus Act, 1965, it is relevant to see if the case set up by Party II comes within the purview of aforesaid Section. The same when quoted reads as under:

"In the first five accounting years following the accounting year in which the employer sells the goods produced or manufactured by him or

renders services, as the case may be from such establishment bonus shall be payable only in respect of the accounting year in which the employer derives profit from such establishment and such bonus shall be calculated in accordance with the provisions of this Act in relation to that year but without applying the provisions of Section 15".

23. Since I have already come to the conclusion that the work of manufacturing of the garments in the factory commenced in the year 1989, the following accounting years after this first accounting year 1989-90 would be 1990-91, 1991-92, 1992-93, 1993-94 and 1994-95. In terms of aforesaid provision it is therefore required to see if the employer has derived profit in respect of the above accounting years. It is apparent from the evidence of Mrs. Naseem Shaikh and more particularly the documents at Exb.E-13 colly that during the accounting years from 1990-91 to 1994-95 the company did not derive any profit and this is because the balance sheets of all these accounting years show the net loss suffered by Party II. Records also reveal that in the course of the evidence of Mrs. Naseem Shaikh when she produced the documents at Exb. 13 colly, Learned Advocate for Party I prayed to direct the witness to produce the record in respect of the entries in Exb. 13 colly however my learned predecessor by adverting to the law on the subject and more particularly Section 23 of the Payment of the Bonus Act, 1965 which speaks about presumption about accuracy of balance sheet and profit and loss account of Corporation and companies gave the ruling that the documents at Exb. 13 colly have to be accepted as they are. I have already mentioned above that Exb. 13 colly clearly depict the losses suffered by Party II during the accounting years for the period from 1990-91 to 1994-95 and being so as rightly pointed out by Learned Advocate for Party II in terms of Section 16 (1-A) of the Payment of Bonus Act, the question of directing the employer to pay bonus @20% or at any other rate, to Party I Workmen, for the years 1993-94 and 1994-95 does not arise.

24. Even for that matter, Section 15 of the Payment of Bonus Act, 1965 speaks about set on and set off of allocate surplus which is to be carried forward for being set on in the succeeding accounting year and in this context Mrs. Naseem Shaikh has produced the copies of the computation of the gross profits of the accounting year ending 31-3-90 to the accounting year 1990-95 at Exb. 14 colly and these documents also show the loss

suffered by Party II. This being the case the question of Party I claiming any bonus of the accounting years 1993-94 and 1994-95, does not arise, Consequently, the reference is not maintainable and bad in law in view of the provisions of Section 16 (1-A) of the Payment of Bonus Act, 1965.

25. Be that as it may, though it is the contention of Party I that by letter dated 22-8-95 (wrongly stated as dated 22-7-95) Party II agreed to pay the bonus as per the provisions of the Bonus Act, reading of this letter which is produced at Exb. W-6 nowhere gives such interpretation and on the contrary it states that the bonus will be paid as per the Bonus Act. This fact is also made clear by Mrs. Naseem Shaikh by depositing that in Exb. W-6 dated 22-8-95 she had stated that the bonus would be paid as per the Bonus Act. Thus, Exb. W-6 cannot be read to mean that Party II had agreed to pay the bonus to Party I Workmen.

26. It is also worthwhile nothing that Shri Mangueshkar has by referring to the report of M/s. A. N. Kharangate and Associates dated 1-12-95 at Exb. W-7 has stated that, it is mentioned therein that from the half records submitted by Party II it was evidence that Party II was making sufficient profit and was in a position to pay the bonus to the workers. It is however seen that Party II has denied the above statement made by Shri Raju Mangueshkar. That apart, reading of Exb. W-7 also makes it clear that it no where says in clear terms that Party II was making sufficient profit and was in a position to pay the bonus. It was therefore in such complex situation, for the Party I to have examined the concerned person from M/s. A. N. Kharangate and Associates to bring on record the correct interpretation of Exb. W-7. This is more because in terms of Section 23 of the Payment of Bonus Act and the ruling given on the subject by my learned predecessor, Party II gets the benefit of the presumption arising under aforesaid Section 23.

27. At any rate, since Party II has succeeded in establishing that their defence is squarely covered by Section 16 (1-A) of the Payment of Bonus Act, 1965, there is no question of holding that the demand for payment for bonus made by Party I is legal and justified, Hence my findings.

28. *Issue No. 4:* In view of discussion supra, the Workmen are not entitled to any relief.

29. In the result, I pass the following.

ORDER

1. It is hereby held that the demand for payment of 20% bonus for the accounting years 1993-94 and 1994-95 served on the management of M/s. Naseem Creations (India), Sancoale, by Goa Trade and Commercial Workers' Union, is illegal and unjustified.
2. The Workmen are therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2012-LAB/534

The following award passed by the Labour Court-cum-Labour Court, at Panaji-Goa on 07-09-2012 in reference No. IT/101/2012 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).
Porvorim, 11th October, 2012.

**IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI-GOA**

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/101/2007

Shri Sunil Ramkrishna
Kandolkar,
H. No. C/343/18,
Munang Vaddo,
Near Datta Mandir,
Assagao-Goa.

... Workman/Party I

V/s

M/s Tarcar Trading Co.,
Near Municipal Bldg.,
Panaji-Goa.

... Employer/Party II

Adv. Shri Suhas Naik for Party I.

Shri M. P. Mulgaonkar for Part II.

AWARD

(Passed on 7th day of September, 2012)

By order dated 11-10-07, bearing No. 28/37/2007-LAB/962, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) Section 10 of the Industrial Disputes Act, 1947 (for short The Act) has referred the following dispute for adjudication.

- “ (1) Whether the action of the management of M/s. Tarcar Trading Company, Dr. Atmaram Borkar Road, Near Municipal Building, Panaji-Goa in refusing employment to Shri Sunil Ramkrishna Kandolkar, Store Assistant, with effect from 15-03-2004 is legal and justified?
- (2) If not, to what relief the Workman is entitled?”

2. Upon receipt of the reference, IT/101/07 came to be registered and registered AD notices were issued to both the parties. Pursuant to this Party I was duly served however the notice issued to Party II returned with the remark “refused” and as such the proceedings were ordered to proceed ex-parte against Party II.

3. In the statement of claim filed by Party I/ Workman, it is stated that initially he was working in the Head Office of Party II which was also having shops sellings the goods and functioning in the name and style as “Tarcar Trading Company” at Mapusa, Panaji, Bicholim, Vasco, Ponda and Calangute. It is stated that initially for first three years he was employed at Tarcar Trading Company situated at Gaurawaddo, Calangute, Bardez-Goa and after that he was shifted to Tarcar Trading Company situated at Mapusa-Goa. It is stated that the Workman joined the service of the Company in the month of February, 1993 and his last drawn salary at the time of termination of services was Rs. 1,400/- per month. That on 14-3-04, the management of Party II informed him that his services stands terminated w.e.f. 15-03-2004 and that he need not have to report for his regular work from the above date. It is stated that at the time of termination of services, the employer did not offer him any compensation or legal dues or terminal dues of whatsoever nature though he had put in 240 days of continuous service. It is stated that the action of Party II management in orally terminating his services is illegal, unjustified and bad in law. It is

stated that Party I then raised the industrial dispute and as the conciliation proceedings ended in failure the Government has sent the present reference for adjudication.

4. As stated above, Party II did not file the written statement and hence the evidence of Shri Sunil Khandolkar was recorded and thereafter the reference was disposed off by award dated 20th October, 2008, by holding that action of Party II in refusing employment to Party I w.e.f. 15-3-04 is illegal and unjustified and that Party I is entitled for reinstatement with continuity in service, with full back wages from 15-3-04. In the course of further proceedings, Party II filed application vide MISC/1/2011 in the present reference for setting aside the ex-parte award dated 20-10-08 as well as the order dated 10-12-07 vide which the proceedings were ordered to proceed ex-parte against Party II. Lnd. Advocate for Party I gave no objection on the above application and accordingly the application was granted.

5. In the course of further proceedings both the parties submitted that the dispute between them is duly settled and filed the settlement terms dated 7-9-12 signed by both the parties and their respective advocates, at Exb. 15, reading as under:

1. The applicant (original Party II Employer) has agreed to settle the present case with the respondent (original Party I Workman) an amount of Rs. 1,30,000/- (Rupees one lakh thirty thousand only) out of which Rs. 1,19,000/- has already been deposited before this Hon'ble Court and balance amount of Rs. 11,000/- is paid to the Respondent (Original Party I) by Cheque dated 07-09-2012 drawn on Oriental Bank of Commerce Bank, Panaji (Goa) Branch, bearing cheque No. 195477 (Original Party I Workman). The Applicant (Original Party II) has no objection for releasing the deposited amount of Rs. 1,19,000/- in favour of Respondent (Original Party I).
2. The respondent (original Party I Workman) has agreed to accept the above cheque towards his upto date back wages. The respondent (original Party I Workman) has further agreed to further give up his claim for reinstatement in view of the above amount paid to him.

6. I have gone through the terms of the settlement dated 7-9-12 and I am satisfied that the terms of settlement are certainly in the interest of Workman. I, therefore, accept the said terms and pass the following.

ORDER

The reference stands disposed off by consent award in terms of the settlement dated 7-9-12 at Exb. 15.

No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I

Notification

No. 28/1/2012-LAB/515

The following award passed by the Labour Court-cum-Labour Court at Panaji-Goa on 25-07-2012 in reference No. IT/1/2006 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).
Porvorim, 8th October, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/1/2006

Shri Prabhakar Y. Chawan,
Tale, Durgabhat,
Ponda-Goa.

... Workman/Party I

V/s

Smt. Premabai P. Borkar,
M/s Jai Hair Dressing Saloon,
Bhudawar Peth,
Ponda-Goa.

... Employer/Party II

Party I/Workman represented by Shri P. Gaonkar.
Party II/Employer absent, not represented.

AWARD

(Passed on 25th July, 2012)

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial

Disputes Act, 1947 (Central Act 14 of 1947) (for short The Act) the Government of Goa by order dated 17-1-2006 bearing No. 28/32/2005-LAB/41 referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. Jai Hair Dressing Saloon, Ponda, Goa, in terminating the services of Shri Prabhakar Y. Chawan, Hair Dresser, with effect from 28-3-05, is legal and justified?

(2) If not, to what relief the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. IT/1/06 and registered AD notices were issued to the parties. In pursuance of the said notices, parties put in their appearance. Party I (for short ‘Workman’) was represented by Shri P. Gaonkar and Party II (for short ‘Employer’) was represented by Adv. M. R. Naik. The Workman filed the statement of claim at Exb. 4; the Employer filed the written statement at Exb. 6 and thereafter the Workman filed the rejoinder at Exb. 7.

3. It is in short the case of the Workman that he was employed by Party II as hair dresser since the year 1968 and since then he has continuously worked with Party II. It is stated that Party II was partnership firm registered under The Partnership Act and the establishment was registered under the provisions of Goa Shops and Establishment and registered under registration No. PONDA/1/710 and at the time of registration and renewal of license the name of Party I was shown as the employee. That by agreement dated 22-3-05, Smt. Premabai Pandurang Borkar purchased the shares along with the shop and continued to operate the business of hair cutting and allowed Party I to work as hair dresser. That on 28-3-05 Party I was informed that his services were no more required and stood terminated. That at the time of termination of his services no legal dues were paid to him and even no enquiry was conducted nor was any charge sheet issued to him before termination of his services. It is stated that considering his years of service, Party I was paid wages of Rs. 6000/- per month. It is stated that after the termination of his service, Party II has employed new Workmen. It is stated that before his termination the management has not complied with the provisions of I.D. Act and therefore the termination is illegal, unjustified and bad in law and he is entitled for reinstatement with full back wages and continuity of service. The Workman has therefore prayed to declare that

his termination is illegal, improper and unjustified and to direct the employer to reinstate him with full back wages and continuity of service.

4. In the written statement it is the case of the employer that the claim is not maintainable and tenable as Party I is not coming within the purview of definition of ‘Workman’ under the Act; that the claim is baseless, fictitious and unwarranted and that the employer never employed the services of Party I. It is stated that the shop in question belongs to one Shri Dessai which is on lease basis but as there were some disputes between Narayan Borkar and Smt. Premabai Borkar, said Narayan Borkar sold his share to Premabai Borkar. It is stated that Party I who was kept on commission basis by said Narayan Borkar left the services on his own much prior to the said agreement about a month before the said agreement and therefore allowing him to continue to work, does not arise. It is stated that it is a practice in the saloon that the Worker in the saloon in paid commission according to the work done and if a worker does hair cutting of 10 persons, half of the earning per person is paid at the end of a day and similar was the case between Party I and Shri Narayan Borkar. It is stated that presently there are only two persons working with Premabai Borkar and the place of Party I is still vacant and in case Party I is ready and willing to work under Party II, he is welcomed to work and Smt. Premabai Borkar is ready to allot the work to him. It is stated that Party I left the services of said Narayan Borkar to have his own saloon which he has opened and is operating exactly on the rear side of the shop of Party II which is run under the name and style as “Chawan Hair Dresser” by Party I and his son. Thus, Party II has prayed to dismiss the claim filed by Party I.

5. In the rejoinder, Party I has denied the contentions raised by Party II in her written statement and has stated that as the shares of the business “Jai Hair Cutting Saloon” were taken over by Smt. Premabai Borkar, she is liable for all the liabilities of Party I under the law.

6. On the basis of above pleadings of the parties, issues at Exb. 8 dated 18-4-06 were framed by the court. Records reveal that Shri P. Gaonkar representing Party I filed affidavit in evidence of Party I, the copy of which was given to Lnd. Advocate for Party II, however in the course of further proceedings neither Party II nor her advocate remained present and hence the case of the Workman was closed after recording his chief examination. The Workman did not examine any witnesses in support of his case. No evidence was led by Party II, in defence.

7. Heard Shri P. Gaonkar for Party I. He has also filed written submissions at Exb. 20.

8. I have gone through the records of the case and have duly considered the arguments advanced by Shri P. Gaonkar.

9. The issues at Exb. 8 are reproduced below along with their findings and reasons thereof.

Issues	Findings
1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a 'Hair Dresser' since the year 1968 on a monthly salary of Rs. 6000/- p.m.?	Partly in the affirmative.
2. Whether the Workman/Party I proves that the Employer/Party II terminated his services w.e.f. 28-03-2005 and that the same is illegal and unjustified?	Affirmative.
3. Whether the Employer/Party II proves that there is no Employer-Employee relationship between the Employer/Party II and Workman/Party I?	Negative.
4. Whether the Employer/Party II proves that the Workman/Party I is not a "Workman" as defined u/s 2(s) of the I.D. Act, 1947?	Negative.
5. Whether the Employer/Party II proves that the Workman/Party I left the services of the Employer/Party II at his own will without any intimation or notice?	Negative.
6. Whether the Workman/Party I is entitled to any relief?	The Workman is entitled for reinstatement with full back wages.
7. What Award?	As per order below.

REASONS

10. *Issue No. 1:* The Workman has stated on oath that he was appointed as Hair Dresser by M/s Jai Hair Dressing Saloon, Ponda, Goa since 1968 and since then he has continuously worked with Party II. Since the Workman has not been cross examined, his above statement has gone unchallenged. Nonetheless, to substantiate the above statement, the Workman has produced at Exb. 18 colly the registration certificate of the establishment "M/s Jai Hair Dressing Saloon" dated 7-2-01 and Form I attached to this certificate makes it clear that the above business was commenced in the year 1964. Exb. 18 colly also makes it clear that the Workman i.e. Prabhakar Y. Chawan was employed in this establishment.

11. It may be mentioned here that in her written statement it is the precise case of Party II i.e. Smt. Premabai Borkar that the Workman was kept on commission basis by Shri Narayan Borkar and that he left the services of Shri Narayan Borkar on his own, much prior to the agreement dated 22-3-05 vide which said Smt. Premabai Borkar purchased the share of Shri Narayan Borkar. This being the case, it is clear that the fact of employment of the Workman in the establishment M/s Jai Hair Dressing Saloon is not disputed by Smt. Premabai Borkar though according to her, this employment was on commission basis, which defence has to be proved by said Party II.

12. As regards the nature of work done by the Workman in the Party II establishment, the same is not seriously disputed by Party II and this is because in para 12 of the written statement it is the case of Party II that in respect of the case between the Workman and Shri Narayan Borkar, the practice was that the Workman was paid commission according to the work done i.e. if he did hair cutting of ten persons, half of the earning per person was paid to him, at the end of the day. The above defence therefore indicates that there is no dispute on the part of Party II that the work undertaken by the Workman in the Party II establishment was of hair cutting which of that of a hair dresser.

13. Now coming to the contention of the Workman that considering his years of service, he was paid wages @ Rs. 6000/- per month, it is seen that the Workman has produced wage register at Exb. 17. Perusal of Exb. 17 indicates that the entries in it show the quantum of wages paid to the Workman till May, 1979. It reveals that

in May 1979 the Workman was paid net amount of Rs. 248.20 as wages. I have already pointed out above to the statement made by the Workman wherein he claims to have been paid wages @ Rs. 6000/- per month but from Exb. 17 it becomes clear that the Workman has failed to substantiate his above statement by means of documentary evidence. Except for examining himself, the Workman has not examined any other person nor has produced any records showing that he was paid @ Rs. 6000/- per month. Being so, I am of the considered view that though the Workman has succeeded in proving that he was employed with the employer since the year 1968, he has failed to prove that it was on a monthly salary was Rs. 6000/-. Hence this issue is answered accordingly.

14. *Issue Nos. 2 & 5:* Both these issues are answered together for the sake of convenience as they are interrelated.

15. It is stated by the Workman that he has continuously worked with Party II since his appointment with Party II. He has stated that vide agreement dated 22-3-05 Smt. Premabai Borkar purchased the shares in Party II establishment and continued to operate the business of hair cutting. He has stated that after the purchase of the shares by Smt. Premabai Borkar, he was allowed to continue to work as Hair Dresser but on 28-3-05, he was informed that his services were no more required and stood terminated.

16. Undoubtedly, industrial dispute was raised by the Workman before the office of Assistant Labour Commissioner but the conciliation proceedings ended in failure. The Workman has produced the copy of the failure report dated 21-11-05 at Exb. 19. Reading of Exb. 19 makes it clear that the Workman by his letter dated nil which was received by the office of Assistant Labour Commissioner, Ponda, Goa on 30-3-05 raised an Industrial Dispute stating that he was working with Party II for last 36 years and that w.e.f. 28-3-05 his services were illegally terminated by the management and thus the action of the management in terminating his services was illegal, malafide and bad in law. Exb.19 further indicates that the said establishment was a partnership firm with two partners namely Shri Pandurang K. Borkar and Shri Narayan D. Borkar; that the partner Shri Narayan D. Borkar sold his share in the said saloon to Smt. Premabai Borkar, wife of late Shri Pandurang Borkar stating that he is no more

the partner and his share and other liabilities were taken over by said Smt. Premabai Borkar.

17. It may be mentioned here that the above statement made by the Workman as well as the document produced by him at Exb. 19 is not disputed by Party II as the Workman has not been cross examined by Party II. Therefore, I have no other option than to accept the statements of the Workman that after the purchase of the shares by Smt. Premabai Borkar, he was allowed to continue to work as Hair Dresser but on 28-3-05, he was informed that his services were no more required and stood terminated and that the employer terminated his services w.e.f. 28-3-05 which is illegal and unjustified. This is more because though in her written statement Smt. Premabai Borkar has categorically stated that the Workman left the services on his own about a month prior to agreement dated 22-3-05 vide which she purchased the share of Shri Narayan Borkar in the establishment, Party II has failed to prove this fact by leading evidence. In this context Shri P. Gaonkar relied on the judgment in the case of **The Executive Engineer, Irrigation Division-I., Jaipur & Anr. vis. Nar Narain 1994 LLR 539** in which it is observed that in a case where reference is made by the Government in the matter of termination of service of an employee (Workman) and the employer raises a plea of voluntary abandonment of services by the employee the burden lies on the employer to plead and prove by cogent evidence that the Workman had left the service of his own. Thus, it stands established from the evidence on record that Party II terminated the services of the Workman w.e.f. 28-3-05.

18. Hence issue No. 2 is answered in the affirmative and issue No. 5 is answered in the negative.

19. *Issue Nos. 3 & 4:* Both these issues are answered together as they relate to the same subject matter, which is about the relationship between the Workman and the employer.

20. I have already mentioned in the discussion supra that Party II has neither cross examined the Workman nor has stepped into the witness box to lead the evidence in proof of the contents of the written statement.

21. Be that as it may, it cannot be disputed that the burden of establishing that he is a "Workman" u/s 2(s) of the Act is on the Workman. I have observed in the discussion supra that the Workman has proved that he was employed as

hair dresser in the Party II establishment. Section 2(5) of the I.D. Act defines "Workman" as under;

"Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i)
- (ii)
- (iii)
- (iv)

22. Shri P. Gaonkar relied on the judgment in the case of *Dhrangadhra Chemical Works Ltd. V/s State of Saurashtra and others, Civil Appeal No. 85 of 1956 (SC) 597* in which it is observed that the correct method of approach to determine the relationship would be to consider whether having regard to the nature of the work there was due control and supervision by the employer. He also relied on the judgment in the case of *H. R. Adhyantha V/s Sandoz, AIR 1995 SC 2608* in which it is observed by the Apex Court that whether the person is a Workman u/s 2(s) would depend upon the nature of his duties. viz-a-viz the above observations, in the case in hand the Workman had been doing a skilled job and undoubtedly, he was not employed in a supervisory or managerial category and therefore he is covered under the definition "Workman" u/s 2(s) of the Act.

23. Thus, from the above discussion it is clear that there was employer-employee relationship between the Workman and the employer and thus Party I is a Workman u/s 2(s) of the Act. Hence, both the above issues are answered accordingly.

24. *Issue No. 6:* In his claim statement Workman has prayed to declare his termination as illegal, improper and unjustified and to direct the employer to reinstate him with full back wages and continuity of services. No doubt, in his written submissions Shri P. Gaonkar has mentioned that this Tribunal must hold that the action of Party II in terminating the services of Workman was illegal, unjustified and bad in law and to direct

that the Workman be paid monetary compensation instead of reinstatement as considering his health and age, reinstatement would not be advisable, but it is seen that there is nothing in the claim statement that the health and age of the Workman would not permit his reinstatement and therefore the above submission made in the written arguments is beyond the records of the case. On the other hand Party II has clearly stated in para 13 of the written statement that at present there are only two persons working with her and since prior to the agreement the Workman had left the work, said place is vacant till date and incase the Workman is ready and willing to work under Party II, he is welcomed to work and that Party II was ready to allot work to him. In the light of above averments, it would not be justified to grant monetary compensation to the Workman.

25. It is pertinent to note that the Workman has stated on oath that after his termination he is unemployed as he could not succeed in getting any job till date and is undergoing hardship due to unemployment. The above statement made by the Workman on oath is not disputed and therefore it is clear that the Workman has discharged the burden of establishing that he is not gainfully employed.

26. At any rate, since discussion supra makes it clear that the Workman, who was in continuous service with the Party II was terminated without complying with the provisions of the Act as well as in violation of the principles of natural justice, I am of the considered opinion that this is a fit case wherein the reinstatement of the Workman has to be ordered with full back wages. Hence my findings.

In the result, the following:

ORDER

1. It is hereby held that the action of the management of M/s Jai Hair Dressing Saloon, Ponda, Goa, in terminating the services of the Workman Shri Prabhakar Y. Chawan, Hair Dresser, with effect from 28-3-05 is illegal and unjustified.

2. The Workman Shri Prabhakar Y. Chawan is ordered to be reinstated with full back wages.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2012-Lab/532

The following award passed by the Labour Court-cum-Labour Court at Panaji-Goa on 07-09-2012 in reference No. IT/4/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 11th October, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/4/12

Workmen,
Rep. by the President,
Goa Trade and Commercial Workers' Union
Velhos' Building, 2nd Floor,
Panaji, Goa. ... Workmen/Party I
V/s

M/s. Flex Art Foil Pvt. Ltd.,
Corlim Industrial Estate,
Corlim, Ilhas, Goa. ... Employer/Party II
Adv. Shri Suhas Naik for Workmen I/Party I.
Adv. Shri M. S. Bhandodkar for Party II.

AWARD

(Passed on this 7th September, 2012)

By order dated 12-12-2011, bearing No. 28/20/2011-LAB/546, the Government of Goa has referred the following dispute for adjudication.

“(I) Whether the action of the management of M/s. Flex Art Foil Private Limited, Corlim, Goa in refusing to consider the following demands of the Workmen represented by the Goa Trade and Commercial Workers' Union, raised vide their letter dated 15-02-2011, is legal and justified?

Charter of Demands

(1) Demand No. 1: (i) Pay Scales/Flat and Basic Salaries of workers to be made effective from 1-2-2011

It is demanded that each Workman in paperpack be given a Flat-Rise at the rate of ₹ 1,500/- per month with effect from 01-02-2011.

The Flat-Rise of ₹ 1,500/- per month be added to the total salary of each Workmen as on 31-01-2011. The total of Flat-Rise plus salary as on 31-01-2011 be placed in the appropriate pay-scale as below:

Grades	Category/ /Designation	Pay Scale
I	Helper	4500-200-5500-250-6750
II	Operators (rewinding, slitting, store printing)	5000-250-6250-300-7750
III	Senior Operators	5500-300-7000-350-8750

(ii) Annual Increments:

It is demanded that each Workman be given annual increment in the month of January every year.

(2) Demand No. 2: Variable Dearness Allowance (VDA)

It is de demanded that each Workman be given Variable Dearness Allowance (VDA) based on the All India Consumer Price Index at the rate of ₹ 1.75 per point over and above AAICPI 3500 points (1960=100) to be revised every quarter, with effect from 01-02-2011.

(3) Demand No. 3: House Rent Allowance (HRA)

It is demanded that each Wokrman be given House Rent Allowance (HRA) at the rate of 20% of the basic salary of every month, with effect from 01-02-2011.

(4) Demand No. 4: Service Weightage

It is demanded that the Workmen ought to have been paid Special Service Weightage based on the number of years service rendered by each of them at the rate of ₹ 50/- for every year of service for example,-

- (i) Those with two years of service be paid with effect from 01-02-2011 a service weightage of ₹ 100/- per month.
- (ii) Those with four years of service be paid a service weightage at the rate of ₹ 200/- per month and so on with effect from 01-02-2011.
- (iii) The above service weightage is in addition to the Basic Pay based on the number of years of service they have rendered in the Company. The service weightage ought to be treated as basic wage for consequential benefits such as PF, Gratuity, O.T. etc.

(5) Demand No. 5: Washing Allowance and Uniforms

It is demanded that each Workman be issued two pairs of Uniforms every year and shall be paid ₹ 250/- per month towards Washing Allowance with effect from 01-02-2011.

(6) Demand No. 6: Travelling Allowance

It is demanded that the management shall pay with effect from 01-02-2011, a uniform Travelling Allowance to all workers at the rate of ₹ 30/- per day per employee.

(7) Demand No. 7: Overtime

It is demanded that each Workman shall be paid Overtime at double the rate of wages. Whenever Workmen are required to work on Sundays/Holidays they should be paid double the wages with a paid compensatory off which may be availed within 10 days of such work.

(8) Demand No. 68 Leave Facilities

It is demanded that each Workman be given the following paid Leave Facilities:

- (a) *Privilege Leave*: 25 days per annum with a facility to accumulate upto 75 days and encash balance leave.
- (b) *Causal Leave*: 9 days per annum with facility to accumulate upto 30 days and encash balance leave.
- (c) *Sick Leave*: 7 days per annum with facility to accumulate upto 30 days.
- (d) *Holidays*: 12 holidays per annum.

(9) Demand No. 9: Bonus

It is demanded that each Workman be given Bonus at the rate of 20% every year without ceiling.

(10) Demand No. 10: Festival Advance

It is demanded that all the Workmen shall be given Festival Advance once a year equal to one month gross salary, which shall be recovered in 12 equal installments.

(11) Demand No. 11: Dinner, Tea and Snacks

It is demanded that those Workmen who are called upon to work beyond 17.00 hours shall be eligible to tea/snacks and dinner.

- (II) If the answer to issue No. (I) above is in the negative, then, to what relief the Workmen are entitled?"

2. Upon receipt of the reference IT/4/12 came to be registered and notices were issued to both the parties. Adv. S. Naik appeared for Party I and filed the statement of claim at Exb. 6. Adv. Shri M .S. Bhandodkar appeared for Party II and prayed for time to settle the matter.

3. In the claim statement Party I has reiterated the demands raised before the Government and which are mentioned in the order of reference and has stated that the company is a leader in the manufacturing and the supply of manufacturing and supply of this business. The wages and allowances of all the Workmen were fixed at the time of inception of the factory and at the time of appointment of the Workmen and since thereafter there has been no meaningful wage rise given to the Workmen. The present salaries and wages paid to the Unionized Workmen were very low, pathetic and meagre and does not even make both ends meet and does not take care of their bare minimum basic needs. The Union therefore at the request of all the Workmen raised a charter of demands dated 15-2-2011 specifically for a period of three years effective from 1-2-2011 but the same was not settled by Party II company across the table, inspite of series of request, letters and reminders. It is stated that Party II has been intentionally and deliberately adopting, delaying tactics in order to frustrate and create an element of fear, helplessness and anxiety in the minds of all the Workmen and has failed to negotiate and finalize the said charter of demands. It is stated that due to obstinate and adamant attitude of the employer, the Union was left with no other alternative than to raise an Industrial dispute before the Office of the Assistant Labour Commissioner, Government of Goa. It is stated that the said Industrial Dispute ended in failure. It is stated that the company is in a strong financial position to meet the demands raised by the Workmen and that the company has made huge profits every year. It is stated that the salaries paid by Party II has failed to take into consideration the rising costs of living index, market scenario and as such the present salaries paid are highly disproportionate and inadequate to meet the challenges of day today living. It is stated that the Workmen are justly entitled for pay scales demanded by Party I and a flat rise of ₹ 1,500/- per month over and above the existing gross salary as on 31-9-11. Thus, it is in short the contention of Party I that all the demands raised by Party I Union are just, fair and proper and the same need to be considered in favour of the Union Workmen.

4. In the course of further proceedings both the parties filed application at Exb. 7 stating therein that Party II has signed the settlement dated 4-8-12 u/s 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 with regards to the charter of demands dated 15-2-2011 by the Party I. Both the parties attached a copy of the settlement along with the covering letter dated 6-8-12 to the said application at Exb. 7 and prayed that the matter be disposed of in view of the said settlement and an award be passed in terms of the settlement.

5. The terms of the settlement dated 4-8-12 entered into between the parties read as under:

(1) Consolidated Wage:

It is agreed between the parties that w.e.f. 01-08-2011 the Workmen designated as 'Helpers' shall be paid a consolidated wage of ₹ 6,500/- per month. The Workmen designated as 'Operators' shall be paid a consolidated wage of ₹ 7,500/- per month.

(2) Annual Increment:

It is agreed between the parties that the Workmen designated as 'Helpers' and 'Operators' shall be paid 'Annual Increments' in the month of April every year in the following manner:-

(a) Annual Increment for Helpers:

For the year, 2012 : ₹ 100/- per month w.e.f. 01-04-2012.
For the year, 2013 : ₹ 100/- per month w.e.f. 01-04-2013; and
For the year, 2014 : ₹ 200/- per month w.e.f. 01-04-2014.

(b) Annual Increment for Operators:

For the year, 2012 : ₹ 125/- per month w.e.f. 01-04-2012.
For the year, 2013 : ₹ 125/- per month w.e.f. 01-04-2013; and
For the year, 2014 : ₹ 225/- per month w.e.f. 01-04-2014.

(3) Service Weightage:

- a) It is agree between the parties that w.e.f. 01-08-2011, all the Workmen designated as 'Helpers' and 'Operators' shall be paid an amount of ₹ 30/- per year towards 'Service Weightage' for every completed year of service as on 31-07-2011 to be paid every month. The above Service Weightage shall not attract the statutory deductions of Provident Fund, etc.

It is further agreed that every worker will be eligible to 'Service Weightage' @ ₹ 30/- to be added to the salary in the subsequent years in the month of April every year.

For example: A Workman who has completed 10 years of service as on 31-07-2011 shall be paid an amount of ₹ 30/- x 10 years = ₹ 300/- per month as a 'Service Weightage' w.e.f. 01-08-2011.

- (b) The detailed calculation of Consolidated Wage Rise, Annual Increment, Service Weightage and the arrears payable to each of the Workman shall be furnished to the Union Office by the Management on before the 10th of August, 2012.

(4) Uniforms:

It is agreed between the parties that all the Workmen shall be issued two pairs of 'Uniforms' in the month of January, every year as per existing practice.

(5) Bonus:

It is agreed between the parties that all the Workmen shall be paid one months' gross salary towards Bonus as per existing practice on or before the Festival of Deepavali every year.

(6) Overtime:

It is agreed between the parties that all the Workmen shall be paid 'Overtime' wages as per the Factories Act, 1948.

(7) Privilege Leave:

It is agreed between the parties that all the Workmen shall be paid 'Privilege Leave' of 21 days as per the existing practice.

(8) Lunch/Tea & Snacks:

- a) It is agreed between the parties that all the Workmen shall be eligible for two (2) Tea Breaks in each shift and the tea will be served during the breaks.
- b) In case, the Workmen are required to work on extended hours on 'Overtime' and if such Workmen are required to work beyond 5 hours, such Workmen will be provided additional tea and snacks in each shift working.
- c) The lunch break shall comprise of ½ hour break.

(9) Flexibility:

It is agreed between the parties that all the Workmen shall adhere to the work practices

introduced by the Management from time to time and shall undertake job operations assigned to them from time to time. Further, the Workmen shall also remain flexible at their workplace and shall work in any Department/Section as required in order to ensure smooth and efficient operation of the factory without adversely changing their existing status and service conditions.

(10) Multi Operating Skill:

It is agreed between the parties that all the Workman as per operational requirements will move from one department to another. To facilitate this process, necessary on the job training (OJT) will be imparted by the Company in a planned manner with full participation and co-operation from the Union and the Workmen.

(11) Increase in Production and Productivity:

Company shall fix up the Bench Mark/Efficiency Level/Production or Productivity Level from time to time on the basis of process study considering technology improvement, installation of new machines and overall market requirements after joint discussion with the Union.

(12) Paid Holidays

The existing practice of providing 9 paid holidays shall continue to remain in operation. The list of Holidays shall be discussed and finalized between the Management and the Union in the month of December, every year.

(13) Tenure of this Agreements:

This agreement shall come in operation w.e.f. 01-08-2011 and shall remain in operation till 31-07-2014.

(14) General Clauses:

- 1) During this period of the Settlement Union shall not raise any financial or non-financial demands whatsoever.
- 2) Smoking, chewing of pan/guthka inside the factory premises usage of Mobile phone inside the factory premises to be restricted.
- 3) All workmen will have to wear uniform and safety shoes.
- 4) Salary/wages payment to be made through Bank —ATM.
- 5) Running Handover is mandatory for all the machines subject to adherence to the principle and practice of 'Reliever' to 'Reliever'.

- 6) Maintaining the cleanliness in workplace and those of the machine is mandatory for operators.

(15) Strike and Lockout:

The Union and the Workmen agree that during the period of this settlement they shall not resort to any illegal strike, slow down, intimidation, demonstration, hold-up sudden work stoppages and the Company/employer agrees not to resort to any illegal lock out etc.

(16) It is agreed between the parties that the Management shall adhere to all Statutory Obligations notified by Statutory Authorities from time to time.

(17) All other facilities, benefits, work practices which are not specifically altered/changed/modified shall continue to remain in operational unaltered/unchanged.

(18) Settlement of all Disputes:

(a) The present settlement conclusively settles all the demands raised by the Union in their Charter of Demands vide letter dated 15-02-2011 and all other demand which are specifically not dealt with in the present settlement which are raised in the Charter of Demands dated 15-02-2011 stands dropped. The Union and the Workmen agreed that they shall not, during the period of settlement, either individually or collectively or through their Union, raised any demands or disputes involving either directly or indirectly any additional financial liability on the Company.

(b) Regarding IT/4/2012:

It is agreed between the parties that the Charter of Demands dated 15-02-2011 has been settled conclusively and in view of the same, the case which is pending before the Hon'ble Industrial Tribunal, Government of Goa, under Ref. No. IT/4/2012 between the Workmen represented by Goa Trade & Commercial Workers Union (AITUC) and Flex Art Foil Ltd., stands conclusively settled. In view of the same, both parties agree to file a Joint Application praying for Consent Award in terms of the present settlement.

(19) Parties to abide by the terms of the Settlement.

(a) It is agreed between the parties that to implement the terms of the settlement, both in letters as well as in spirit and to work in full co-operation as to improve discipline, viability, increase productivity and maintain harmonious relationship between the Company and the Workmen.

(b) It is agreed between the parties that the essence of the present agreement is "Continuous Improvement of productivity, quality, recovery and thereby making Flex Art Foil Ltd., a globally competitive and profitable Organization.

(20) Arrears:

(a) It is agreed between the parties that all the Workmen shall be paid arrears of the settlement effective from 01-08-2011 to 31-07-2012 in one instalment after deducting/adjusting an advance amount of ₹ 1,000/- which was paid to the Workmen in their monthly salary effective from 1st October, 2011 on or before 15-09-2012.

(b) The revised salary shall be paid to the Workmen in August, 2012 salary.

(c) It is agreed between the parties that the Management shall deduct the statutory deductions from the arrears payable to the Workmen.

(d) It is agreed between the parties that the Management shall furnish the copy of the detailed wage rise payable to the Workmen effective from 01-08-2011 to 31-07-2014 within 15 days from the signing of this settlement to the Union Office.

(21) Union Deduction:

It is agreed between the parties to deduct sum of ₹ 2,000/- each from the arrears payable to helpers and sum of ₹ 2,500/- each from the arrears payable to operators at source towards authorized Union contribution and shall be paid to the Goa Trade & Commercial Workers' Union (AITUC) by Cheque or D.D. on or before 15-09-2012.

6. The above terms of settlement are signed by Shri Alope Das, Associate Gen. Manager (HR & Adm), Shri Prantik Biswas, Manager, HR and Shri Ghanashyam Gawde, Factory Manager, of Party II, as the parties representing the employer and Shri Christopher Fonseca, President, Goa Trade & Commercial Workers' Union (AITUC), Shri Pasku Fernandes, Shri Krishna M. Mhalsekar, Shri Raghunath Naik, Shri Khema Parab, Shri Gajanan Parab and Shri Nilesh Kumbhar of Flex Art Foil Workers' Managing Committee, as the parties representing the Union/Workmen.

7. I have gone through the records of the case as well as the settlement u/s 2(p) read with Sec. 18(1) of the Act entered into between the parties. Since the parties have settled the matter amicably in view of the above settlement, I have no hesitation to dispose off the instant reference in terms of the above settlement.

ORDER

1. Since the dispute between the parties has been settled amicably in view of the aforesaid terms of settlement entered into between them, the reference stands disposed off accordingly.

2. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Department of Law and Judiciary

Law (Establishment) Division

Order

File No. 8/34/2005-LD(Estt)Part-I/1473

Read: Government Order No. 8/34/2005-LD(Estt)Part-I/1410 dated 4-10-2012.

In partial modification of the Government Order referred above, Government of Goa is pleased to order transfer and posting of the following Civil Registrar-cum-Sub-Registrar in the Registration Department, with immediate effect, in public interest:

Sr. No.	Name of the Officer/ Officials	Present posting	Transfer as
1	2	3	4
1.	Smt. Fatima A. V. Fernandes	Civil Registrar-cum-Sub-Registrar, Canacona	Jt. Civil Registrar-cum-Sub-Registrar, Tiswadi, Panaji.
2.	Shri Hanu-mant G. Dessai	Joint Civil Registrar-cum-Sub-Registrar, Tiswadi, Panaji	Jt. Civil Registrar-cum-Sub-Registrar, Bardez, Mapusa.
3.	Smt. Nandini Alornekar	Joint Civil Registrar-cum-Sub-Registrar, Bardez, Mapusa	Civil Registrar-cum-Sub-Registrar in the office of the State Registrar-cum-Head of Notary Services, Panaji.

Smt. Nandini Alornekar shall look after the work assigned by the State Registrar-cum-Head of Notary Services, Panaji, Goa.

Smt. Nandini Alornekar shall draw her salary on the post of Civil Registrar-cum-Sub-Registrar, Canacona, until further orders.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 19th October, 2012.

Department of Personnel

Corrigendum

File No. 15/6/2003-PER(Part)

Read: Order No. 15/6/2003-PER(Part)Vol.1 dated 04-10-2012.

The period of extension in ad hoc promotion granted to the officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies vide above read Order dated 04-10-2012 may be corrected to read as "from 01-10-2012 to 31-03-2013" instead of "from 01-10-2012 to 31-03-2012".

By order and in the name of the Governor of Goa.

Sd/- (Umeshchandra L. Joshi), Under Secretary (Personnel-I).

Porvorim, 11th October, 2012.

Department of Public Health

Order

No. 4/12/2008-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(5)/12/208 dated 07-09-2012, Government is pleased to promote Dr. Yuri Dias Amborcar, Associate Professor in Plastic Surgery to the post of Professor in Plastic Surgery in Goa Medical College on regular basis in the pay scale of PB—4 ₹ 37,400–67,000 + Grade Pay ₹ 8,700/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of the post of Professor in Plastic Surgery in Goa Medical College and Hospital vide Order No. 4/4/2010-II/PHD dated 04-08-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 11th October, 2012.

Notification

No. 13/10/2007-I/PHD

Read: Notification No. 13/10/2007-I/PHD dated 08-03-2011.

In exercise of the powers conferred by sub-section (1) of Section 68 of the Food Safety and Standards Act, 2006 (34 of 2006), the Government of Goa hereby appoint the below mentioned Officer as Adjudicating Officer for the adjudicating in the manner as prescribed by the Central Government for the entire State of Goa with immediate effect for the purpose of the Act.

1. District Collector and Additional Collector-I, North Goa.

This issues in supersession of the Government Notification No. 13/10/2007-I/PHD dated 08-03-2011.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Addl. Secretary (Health).

Porvorim, 14th September, 2012.

Certificate

No. 11/1/2001-IV/PHD

Read: Government Order No. 11/1/2001-IV/PHD dated 19-06-2012.

Certified that the character and antecedents of Kum. Pallavi Jingu Nachinolkar, Lecturer in Statistics in Goa Dental College and Hospital, Bambolim appointed vide above referred Order has been verified by the District Magistrate, North Goa District, Panaji and nothing adverse has come to the notice of the Government.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 24th September, 2012.

Department of Revenue			1	2	3
—			204/1 P	O: 1) Maria Pia Vital. T: 1. Self.	425
Notification			73/1 P	O: 1) Comunidade of Malar. T: 1. Fr. Anacleto Caetano Jose D'Mello.	61
No. 23/1/2011-RD			73/2-A P	O: 1) Ramdas P. Bhomkar.	25
Whereas by Government Notification No. 23/1/2011-RD dated 11-11-2011 published on Series II No. 34 of the Official Gazette, dated 24-11-2011 and in two newspapers (1) "Navhind Times" and (2) "Gomantak" both dated 18-11-2011, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for the public purpose viz. Land Acquisition for improvement and widening of the existing road leading to Muddi and construction of linking roads in Muddi Village Mallar of Tiswadi Taluka in Village Panchayat Sao Mathias.			73/2 P	O: 1) Kanta B. Bhomkar.	23
And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").			73/3 P	O: 1) Comunidade of Malar. T: 1. Babuli Govind Kundaikar.	16
Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.			73/4 P	O: 1) Comunidade of Malar. T: 1. Tulshidas Vaman Bhomkar.	65
2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Deputy Collector (LA), Panaji, Goa to perform the functions of the Collector North Goa District, Panaji-Goa for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.			73/5 P	O: 1) Comunidade of Malar. T: 1. Gopal Rayu Fadte.	33
3. A plan of the said land can be inspected at the Office of the said Deputy Collector (LA), Panaji, Goa till the award is made under Section 11.			73/6 P	O: 1) Comunidade of Malar. T: 1. Tukaram Mahadev Bomkar.	31
SCHEDULE			73/7 P	O: 1) Comunidade of Malar. T: 1. Bhiku Narayan Kerkar.	31
(Description of the said land)			73/8 P	O: 1) Comunidade of Malar. T: 1. Sadanand Govind Kundaikar.	38
<i>Taluka:</i> Tiswadi <i>Village:</i> Mallar			205/9 P	O: 1) Comunidade of Malar. T: 1. Arjun Gangu Kundaikar.	367
Survey No./ Sub-Div. No. Names of the persen believed to be interested Approx. area in sq. mts.			205/10 P	O: 1) Jose Alvito Matias Xavier de Sa. 2) Aries Prisco Sabino de Sa. 3) Henrequeta Dias de Sa. 4) Idalima Cruz. 5) Tereza Valadares. 6) 5- five. T: Self.	5
1 2 3			72/1 P	O: 1) Comunidade of Malar. T: 1. Raghunath Apa Fadte.	40
81/7 P O: Block Development Office. 340			72/2 P	O: 1) Comunidade of Malar. T: 1. Ana Rogina Vales Picaardo.	18
2) Natalina C. F. Monteiro.			72/3 P	O: 1) Comunidade of Malar. T: 1. Marcelina Cabral.	20
T: 1) Natalina C. F. Monteiro.			72/4 P	O: 1) Comunidade of Malar. T: 1. Maria Conceicao Castanhas.	19
			72/5 P	O: 1) Comunidade of Malar. T: 1. Ramnath Ramchandra Harwalkar.	13
			72/6 P	O: 1) Comunidade of Malar. T: 1. Narayan Keshav Mayonkar.	20
			72/7 P	O: 1) Comunidade of Malar. T: 1. Budhaji Sitaram Sakhalkar.	26
			72/8 P	O: 1) Comunidade of Malar. T: 1. Filomena Vales.	54
			72/9 P	O: 1) Comunidade of Malar. T: 1. Jose Vicente Borzedo Coutinho. 2. Ana Severina Josefina Vaz.} 1/4 3. Gopal Jaidev Chopdekar. 3/4	55

1	2	3	1	2	3
72/10 P	O: 1) Comunidade of Malar.	210		5. Premanand Manguesh Sawant.	
206/8 P	O: 1) Comunidade of Malar.	215		6. Dharma Kolo Velingkar.	
	T: 1. Antonio E.M.D. Menezes.			7. Nogno Vasu Velingkar.	
65/10 P	O: 1) Comunidade of Malar.	2		8. Anandi Anant Fadte.	
65/1 P	O: 1) Comunidade of Malar.	18		9. Shri Dev Brahman Temple.	
	T: 1. Marcolina Ana Concolcao Menezes.			10. Raghunath Apa Fadte.	
65/2 P	O: 1) Comunidade of Malar.	55		Vinayak Apa Fadte.	
	T: 1. Vishnu Vitoba Kundaikar.			13. Mahadev Vishnu Sawant.	
65/3 P	O: 1) Comunidade of Malar.	90		14. Sadashiv Rama Sawant.	
	T: 1. Francisco Monteiro.			Jamuvant Rama Sawant.	
65/4 P	O: 1) Comunidade of Malar.	138		15. Ganesh Rayu Sawant.	
	T: 1. Macelina Ana Concolcao Menezes.			16. Prabhakar Pondri Tari.	
65/5 P	O: 1) Comunidade of Malar.	29		17. Gopi Kerkar, Babuso Kerkar.	
	T: 1. Marcelina Cabral.			18. Tukaram Shiva Sawant.	
65/6 P	O: 1) Comunidade of Malar.	31		19. Krishna Chimno Kundaikar.	
	T: 1. Carolina Picardo.			20. Babuso Devu Kerkar.	
65/7 P	O: 1) Comunidade of Malar.	27	61/2 P	O: 1) Maria Pia Vital.	240
	T: 1. Marcelina Cabral.			2) Malini Murlidhar Nair.	
65/8 P	O: 1) Comunidade of Malar.	29		House Owned by:	
	T: 1. Carolina Picardo.			1. Xantaram Hari Naik.	
65/9 P	O: 1) Namdev Babuso Sawant.	39		2. Tuko Shiva Sawant.	
	T: 1. Self.			Watchman Shantaram Hare Naik.	
66/6 P	O: 1) Comunidade of Malar.	125		Boundaries :	
	T: 1. Ganesh Raju Sawant.			North : Road, S. No. 61/1, 2, 205/9.	
	2. Dashrath Ganesh Sawant.			South : S. No. 61/1, 2, 206/8.	
	3. Eknath Ganesh Sawant.			East : S. No. 204/1, 205/9, 10, 205/11,	
66/7 P	O: 1) Comunidade of Malar.	175		206/8, 65/10, 1 to 9, 62/1 to	
60/5 P	O: 1) Comunidade of Malar.	475		3, 13, 61/1.	
	T: 1. Nanu Sitaram Gavdo.			West : S. No. 81/7, 73/1, 2-A, 2 to 8,	
62/3 P	O: 1) Comunidade of Malar.	9		72/1 to 10, 66/6, 60/5, 61/1, 2.	
62/2 P	O: 1) Shubangi Mohan Naik	28		Total: 5371	
	T: 1. Self.			By order and in the name of the Governor	
62/1 P	O: 1) Comunidade of Malar.	342		of Goa.	
	T: 1. Gurudas Ravlo Govekar.			Anju S. Kerkar, Under Secretary (Revenue-II).	
	2. Dayanand Ravlo Govekar.			Porvorim, 11th October, 2012.	
62/13 P	O: 1) Comunidade of Malar.	67			
	T: 1. Gurudas Ravlo Govekar.				
	2. Dayanand Ravlo Govekar.				
61/1 P	O: 1) Jose Albana Perdro	1302			
	Piedade Fernandes.				
	2) Paul Heredia.				
	House Owned by:				
	1. Domlu Paru Madkaikar.				
	2. Nanu Sitaraam Gauda.				
	3. Khemu Vishnu Gauda.				
	Narayan Vishnu Gauda,				
	Rohidas Vishnu Gauda.				
	4. Shankar Raghu Fadte.				
	Vishwannath Raghu Fadte.				

Municipalities Act (Act 7 of 1969), I, Sandip Jacques, Director of Municipal Administration/Urban Development hereby fix the number of Councillors to be elected to the Ponda Municipal Council for the purpose of the ensuing Municipal Elections as below:

Sr. No.	Name of the Municipal area	No. of Councillors to be elected
1.	Ponda Municipal Council	13

Sandip Jacques, Director of Municipal Administration/Urban Development.

Panaji, 13th September, 2012.

Order

No. 10/306/election-Sanquelim/2012/DMA/1640

In exercise of the power vested in me under sub-section (2) (a) of Section 9 of Goa Municipalities Act (Act 7 of 1969), I, Sandip Jacques, Director of Municipal Administration/Urban Development hereby fix the number of Councillors to be elected to the Sanquelim Municipal Council for the purpose of the ensuing Municipal Elections as below:

Sr. No.	Name of the Municipal area	No. of Councillors to be elected
1.	Sanquelim Municipal Council	11

Sandip Jacques, Director of Municipal Administration/Urban Development.

Panaji, 13th September, 2012.

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